

# **Model Procurement Documents**

## **Energy Savings Performance Contracting (Guaranteed Energy Savings)**

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## Table of Contents

|  |         |
|--|---------|
| Introduction                                   | i       |
| Table of Contents – Request for Qualifications | RFQ-i   |
| Request for Qualifications Template            | RFQ-1-1 |
| Table of Contents – Request for Proposal       | RFP-i   |
| Request for Proposal Template                  | RFP-1-1 |





Model Procurement Documents  
Energy Savings Performance  
Contracting  
(Guaranteed Energy Savings)  
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Disclaimer

This set of "Model Procurement Documents for Energy Savings Performance Contracting (Guaranteed Energy Savings)," a product of the Rebuild America Program, has been developed for use in developing and implementing your organization's energy-efficiency retrofit activities. These model documents are provided for your guidance and should be used in conjunction with the advice and skills of your organization's contracts and procurement professionals and your organization's legal counsel.

The "Model Procurement Documents: Energy Savings Performance Contracting (Guaranteed Energy Savings)" set was developed for Rebuild America by Nance Matson and Dale Sartor of Lawrence Berkeley National Laboratory and by Steve Harding of Stephen Harding Consulting.

Electronic Copies

Updated electronic copies of this document set are available in downloadable, editable form from the "Rebuild America Sourcebook: Contracts and Agreements for Energy Projects" web-site, located at the main Rebuild America web-site (<http://www.eren.doe.gov/buildings/rebuild>).

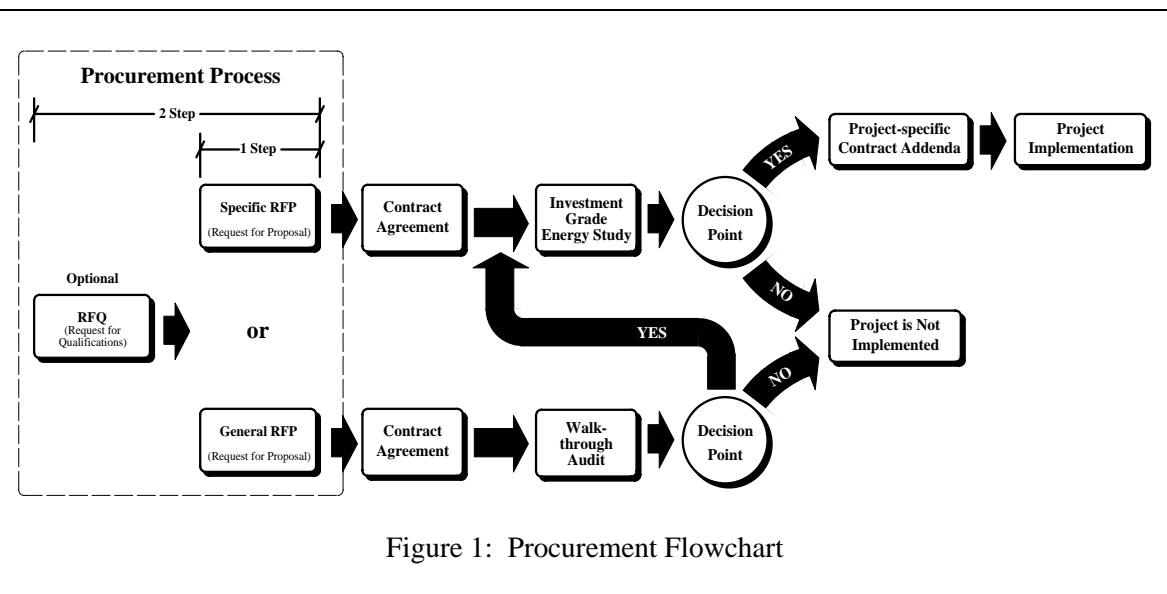
## About These Documents

This model procurement document package includes a “Model Request for Qualifications for Guaranteed Energy Savings (RFQ),” a “Model Request for Proposals for Guaranteed Energy Savings (RFP),” and a “Model Agreement for Guaranteed Energy Savings (Agreement).” These documents can be modified as needed to meet the needs of your organization and your specific project. USER NOTES are distributed throughout the model documents to explain various issues, approaches, and modifications to be considered when customizing your procurement documents.

The optional RFQ can be used to pre-qualify a number of proposers prior to issuing an RFP. The RFP can be used to select contractors either for a known, defined and specified project or for "general approach", unspecified projects at sites to be determined after a contractor is selected.

The Agreement, included as an appendix to the Model RFP, can be used as a basis for negotiating contract agreements with the selected contractor(s).

Figure 1 provides a flowchart of possible procurement activities using these model documents. The procurement process can be a one-step or two-step process.



## How to Use These Model Documents

### Deciding on Procurement Steps

A one-step procurement process (RFP) may be used if you have a specific, defined project in mind or have a variety of "general approach", unspecified or less-defined projects that you want to implement in specific facilities. A two-step procurement process (RFQ and RFP) may be used if you are interested in identifying qualified proposers prior to a more detailed RFP.

### Matching RFP Requirements to Project Needs

The level of detail and types of information requested of proposers should be in direct relationship to the level of effort expected from the winning contractor. If the RFP is for a specific project, sufficient information related to proposed project plans and anticipated savings should be requested to determine whether a given bidder would be able to give you the best value. If the RFP is for unspecified or multiple projects, some of which may be undefined at the time of the RFP process, sufficient information related to the proposer's typical approach to energy-efficiency projects should be requested in order to select contractor(s) who would be able to best coordinate and implement future projects.

### Coordinating Proposal Requirements and Evaluation Factors

The type and level of detail of information requested in the proposal and proposal forms should closely correspond to the evaluation factors used in your procurement process. Look at the proposal requirements, the proposal forms and the evaluation factors together to make sure that enough information is being requested and that information requests are within reason. As the bidders must cover their proposal costs, requesting more information than is necessary will increase their proposal costs and will affect their willingness to respond and ultimately may affect the delivered cost of the project.

### Facility Data and Information

Appendix A of the model RFP contains the format of the facility data and information section. Use this Appendix to define the existing conditions at a facility and allow proposers an overview of potential energy savings opportunities.

## Proposal Forms

Appendix B of the model RFQ contains the qualifications submittal forms referenced in the qualifications submittal requirements section of the RFQ. Appendix B of the model RFP contains the proposal forms referenced in the proposal requirement section of the model RFP.

Note that the RFQ and RFP Appendix Bs include the same set of proposer qualifications forms. In a two-step procurement process, the proposer's submit the completed qualifications forms as part of their qualifications submittal in response to the RFQ. At the RFP stage, the organization can either request that proposers document any modifications or changes to the forms submitted in their qualifications submittals or request that the proposers submit a revised complete set of qualifications forms.

The cost information forms in the RFP's Appendix B specify the format for proposers to use in building up the price of each proposed measure and in summarizing project costs, savings, financing costs, and guarantees. These forms are also available in an electronic format. Modify your RFP accordingly if other than the forms in Appendix B are to be used in your RFP.

## "Model Agreement for Guaranteed Energy Savings"

Appendix C of the Model RFP contains a "Model Agreement for Guaranteed Energy Savings." Review this document in relationship to your Organization's procurement requirements and modify as needed. Note that this agreement is negotiated with the selected contractor and project-specific agreements and information are included as addenda to this agreement.

## Inserting Information

Where information must be inserted into the document, the bracket type "{" and bold text is used. For example, the text "{**insert date and time**}" should be replaced with the date and time required for that milestone in the procurement process. The brackets should be removed and the text type returned to "Regular" (non-bold). The search and replace feature of your word-processing program can be used to quickly find any bracketed information. Note that as the bracketed information requests cover a wide variety of information, do not use "Replace All" options.



## Titles

For consistency, the titles “Organization,” “Contracting Officer,” “proposer,” “Contractor,” and “firm” are used throughout the text. If desired, replace “Organization” throughout with the name of your organization. Otherwise, the organization can be named the first time the word “Organization” occurs in the text along with the following: “(hereafter identified as “Organization).”

“Proposer” and “firm” are used interchangeably throughout the RFQ and RFP documents. “Subcontractor” is used in reference to any subcontractors to the Contractor or firm to whom the contract has been awarded.

## References

1. Hansen, S.J. and J.C. Weisman, “Performance Contracting: Expanding Horizons,” The Fairmont Press, Inc., Lilburn, GA, 1998.
2. LeFevre, J.S., “The Energy Efficiency Project Manual, The Customer’s Handbook to Energy Efficiency Retrofits: Upgrading Equipment While Reducing Energy Consumption and Facility Operations and Maintenance Costs,” NAESCO and U.S. D.O.E. Energy Fitness Program, U.S.D.O.E., 1997.
3. Raman, E., editor, “Guide to Energy Performance Contracting,” Appendices: University of Hawaii, Energy Performance Contract Documents, State of Hawaii, Department of Business, Economic Development, and Tourism, December 1997.
4. Matson, N.E., “Draft – Presidio IDIQ Proposal Scoring,” 1996.
5. Sartor, D.A., Building 62 Shared Energy Savings Pilot Test Program: Interim Report,” LBNL, 1995.
6. U.S. D.O.E., “Southeast Region – Super Energy Savings Performance Contract – Delivery Order Guidelines,” Version 1.0, March 1998.
7. U.S. D.O.E. “Western Region – Super Energy Savings Performance Contract – Request for Proposals,” 1997.



### Disclaimer

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*USER NOTE: The Model Request for Qualifications (RFQ) can be used to "pre-qualify" prospective bidders prior to subsequent Requests for Proposals (RFP) for energy-efficiency projects.*

## Model RFQ for Guaranteed Energy Savings

### OUTLINE

1. Project Description and RFQ Procedures
  - 1.1. Schedule of Events
  - 1.2. Contact Information
  - 1.3. Purpose
  - 1.4. General Description of Facilities
  - 1.5. Scope of Work
  - 1.6. RFQ Procedures
    - 1.6.1. Description of the Procurement Process
      - Submission of Written Qualifications Submittals
      - Selection of “Pre-Qualified” Proposers
    - 1.6.2. Questions Regarding the RFQ and the Procurement Process
    - 1.6.3. Preparation of Qualifications Submittals
    - 1.6.4. Cost of Qualification Submittal Preparation
    - 1.6.5. Disposition of Qualifications Submittals
    - 1.6.6. Right to Reject
    - 1.6.7. Disqualification of Proposers
2. Qualifications Submittal Requirements and Instructions
  - 2.1. General Instructions and Qualifications Submittal Outline (Section A of Qualifications Submittal)
    - 2.1.1. Submission Requirements
    - 2.1.2. Information Required in Qualifications Submittals and Instructions for Packaging
    - 2.1.3. Qualifications Submittal Format
    - 2.1.4. Qualifications Submittal Signature Block
    - 2.1.5. Standardized Forms and Electronic Submissions
  - 2.2. Proposer and Team Identification, Qualifications and References (Section B of Qualifications Submittal)
    - 2.2.1. Proposer Identification and Information
    - 2.2.2. Project Team Identification

- 2.2.3. Identification of Key Personnel
  - 2.2.4. Financial and Legal Information
  - 2.2.5. Trade References and Working Relationships with Products, Manufacturers and Utilities
  - 2.2.6. Project References
  - 2.2.7. Sample Investment Grade Audit Report and Sample Measurement and Verification Plan
- 3. Evaluation Procedures and Selection Criteria
  - 3.1. Procedure for Qualifications Submittal Evaluation and Contractor “Pre-Qualification”
  - 3.2. Criteria Weighting
  - 3.3. Selection Criteria
    - 3.3.1. Presentation and Responsiveness to the RFQ (Section A of Qualifications Submittal)
    - 3.3.2. Qualifications, Experience and Resources (Section B of Qualifications Submittal)
      - Qualifications
      - Experience
      - Financial Qualifications
      - References and Reputation
    - 3.3.3. Technical Approach (Proposer’s General Statement and Past Performance Evaluation Forms)
      - Project Summary and Plan
      - Facility Impact
      - Commissioning and Measurement and Verification
      - Training
      - Operation and Maintenance
    - 3.3.4. Management Approach (Proposer’s General Statement and Past Performance Evaluation Forms)
      - Responsibility and Management Approach
      - Resources
      - Schedule
    - 3.3.5. Financial Approach and Guarantees (Section E of Qualifications Submittal, Proposer’s General Statement, and Past Performance Evaluation Forms)
      - Pricing Approach
      - Energy and Cost Savings
      - Financing Approach
      - Guarantees
- A. (Appendix A is not used in the Model RFQ)
- B. Qualifications Submittal Forms, Responses and Submittals

1. Project Description and RFQ Procedures

SECTION OUTLINE

- 1. Project Description and RFQ Procedures
  - 1.1. Schedule of Events
  - 1.2. Contact Information
  - 1.3. Purpose
  - 1.4. General Description of Facilities
  - 1.5. Scope of Work
  - 1.6. RFQ Procedures
    - 1.6.1. Description of the Procurement Process
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    - 1.6.6. Right to Reject
    - 1.6.7. Disqualification of Proposers

1.1 Schedule of Events

*USER NOTE: The following schedule of events includes critical dates relating to the procurement process up through the selection of “pre-qualified” proposers. “Pre-qualified” proposers are allowed to submit proposals in response to any subsequent RFPs. Review the listing of critical events and dates and combine, modify and change as needed to meet your project’s schedule. Note that listing the critical dates in terms of the number of weeks since the beginning of the procurement process provides some flexibility in the procurement timeline.*

Schedule of Events

|  |                               |
|--|-------------------------------|
| Advertising and Issuance of Request for Qualifications | <b>{insert date}</b>          |
| Deadline for Proposer Questions                        | <b>{insert date}</b>          |
| Qualifications Submittal Deadline                      | <b>{insert date and time}</b> |

Submittals

Submit Proposer Questions  
and Qualifications Submittals to: **{insert Contracting Officer’s name  
and address}**

Qualifications submittals must be submitted by or before the qualifications submittal deadline date and time listed above. The Organization reserves the right to disqualify qualifications

submittals received after the time and date specified. Qualifications submittals by facsimile or e-mail are not acceptable.

## 1.2. Contact Information

*USER NOTE: Proposers need to know where to direct any questions they have regarding the project or RFQ procedures. Limit the number of contact persons or it can become difficult to manage responses to proposer questions.*

This RFQ is issued by the Organization. The following person should be contacted for additional information regarding this RFQ.

Qualifications submittal procedures (Contracting Officer):  
**{insert contact person name and contact information}**

## 1.3. Purpose

*USER NOTE: The purpose sections of the RFQ and RFP should, at minimum, contain the same basic information. The RFP may include additional details and information.*

*USER NOTE: The purpose section describes, in general terms, information that proposers can use to quickly determine whether or not they will bid on the project, including:*

- *Types of energy-efficiency services desired*
- *Types of financing and contract mechanisms preferred*
- *Additional services to be considered.*

*Note that the purpose and scope of work can be combined together. In that case, separate sections may not be necessary.*

The Organization (hereinafter referred to as **{insert abbreviation or term for the Organization}**) is issuing this Request for Qualifications (RFQ) to solicit qualifications submittals from interested Contractors that are capable of providing comprehensive energy management and energy-related capital improvements in buildings at **{insert facility or site name}**. The Organization intends to “pre-qualify” proposers for participation in subsequent Requests for Proposals (RFPs).

The Organization is interested in contracting for a full range of energy services and energy-related capital improvements that maximize energy and cost savings over time. These services may include but are not limited to: investment grade energy studies; design; acquisition; installation; modification; commissioning; measurement and verification; operation, maintenance and repair; and training in the operation, maintenance and repair of existing and new equipment.

The Organization is interested in energy services and energy-related capital improvements which will reduce energy consumption associated with the following:

- Heating, ventilation and air conditioning system(s),
- Lighting system(s),
- Building envelope(s),

- Domestic hot water system(s),
- Boiler plant(s),
- Chiller plant(s),
- Building automation control system(s),
- Piping distribution system(s),
- Electric motors and drives,
- Cogeneration,
- Refrigeration,
- Renewable energy, and
- Electric distribution systems.

Further, energy services are desired for savings which would not reduce consumption per se but are aimed at cost savings, such as fuel switching or demand reductions.

*USER NOTE: There are several different ways to finance a capital-improvement energy savings performance contract. If internal financing is anticipated, indicate the available budget and any investment criteria (target rate of return) that the project must meet. If 3<sup>rd</sup> party lease agreements are intended, provide the general parameters (interest rate, term, maximum borrowing limit, etc.) of these financing agreements (if available). The proposers will need to take this information into account when developing their overall proposals and cash flows.*

The Organization intends to finance projects resulting from this RFQ/RFP via **{internal financing / 3<sup>rd</sup> party lease agreement / contractor financing}**. **{Insert any known information regarding financing requirements (interest rate, term, maximum borrowing limit, etc.)}**

*USER NOTE: For public-sector projects, include the following sentence at the end of the 1<sup>st</sup> paragraph below:*

“No contract shall exceed **{insert applicable contract term limitation under state law}** in duration. Any contract resulting from subsequent RFPs will be subject to annual appropriations.”

*USER NOTE: Note that performance contracting can be brokered to include projects, which are not fully amortized by utility cost savings (such as infrastructure improvements, etc.)*

Projects implemented through any contracts resulting from this RFQ/RFP will be conducted as guaranteed savings, energy savings performance contracts with contractor payments specified in a fixed payment schedule and energy savings guaranteed to equal or exceed the costs of implementing the project.

#### 1.4. General Description of Facilities

*USER NOTE: A short description of the facilities provides a quick overview for the proposers. As the bulk of the facility descriptions and energy usage data will be included in subsequent*

*RFPs, this description can be as short as one paragraph. Summary information that should be included in this description includes total square footage, annual energy bill totals, and references to subsequent RFPs.*

The Organization buildings and facilities for which energy efficiency services are requested occupy approximately **{insert floor area}** square feet and have an annual utility bill of **\${insert total of annual utility bill}**. Subsequent RFPs will include pertinent utility data and information, required facility and equipment performance, and standards of service that can be used by the proposers to judge the economic viability of potential projects.

#### 1.5. Scope of Work

*USER NOTE: The scope of work sections of the RFQ and RFP should contain the same basic information. The RFP may include additional details and information.*

*USER NOTE: The scope of work section briefly describes the type of work you expect the selected energy service provide to include when implementing your energy-efficiency project. Here are some ideas for possible parts of a scope of work:*

- *“Walk-through” audit (general approach RFQs only)*
- *Detailed “investment grade” energy study, including project development, project priorities and tradeoffs, measurement and verification plan*
- *Design, furnish and install energy-efficiency retrofits*
- *Perform measurement and verification (M&V)*
- *Provide operation and maintenance, repairs, and training*
- *Finance all of the equipment and services provided (if contractor financing is requested) or*
- *Identify potential third-party financing sources and assist the Organization in arranging financing*
- *Any unique factors that would affect the Contractor’s qualifications submittals; for example, plans for facility expansion, labor agreements that limit the ability for the Organization to subcontract maintenance, or other maintenance contracts that are in place.*

Contractor(s) selected under subsequent RFPs will be expected to:

*USER NOTE: For “general approach” RFPs:*

*Add the following paragraph:*

- *Perform a walkthrough energy audit of proposed facilities and projects to determine general opportunities. Submit a report of the walkthrough findings to the Organization to be used in deciding whether to proceed with an Investment Grade Energy Study.”*

*USER NOTE: For “general approach” RFPs:*

*Add the following text at the beginning of the first sentence in the paragraph below.*

*“If instructed to proceed by the Organization,”*

- *Perform an Investment Grade Energy Study for the proposed facility or project. The Investment Grade Energy Study Report shall identify all feasible energy conservation, load management, and renewable resource options with benefits exceeding all related costs over*



the contract term. Options must be able to improve energy efficiency without sacrificing comfort or existing equipment performance or reliability. The Contractor shall furnish a written report of its findings, including proposed measures, project economics and the proposed project measurement and verification plan.

- Design, furnish, and install energy efficiency improvements identified in the energy study and accepted by the Organization. The Contractor shall be responsible for quality control during the installation of all energy efficiency measures. The Contractor shall inspect and test all work performed to insure compliance with contract requirements.
- Develop, negotiate and implement a measurement and verification (M&V) plan in accordance with concepts and definitions in the International Performance Measurement and Verification Protocol (IPMVP), including the following two components:
  - Confirming that (a) the baseline conditions were accurately defined and; (b) the proper equipment / systems were installed and that they have the potential to generate the predicted savings.
  - Determining the actual energy savings achieved by the installed measure as defined by the Options in the IPMVP. This component uses performance measurements and operational assumptions or measurements to determine the quality of savings.

Post installation energy use will be based, in part, on initial performance verification by the Contractor and the Organization that the proper equipment / systems were installed, are operating correctly, and have the potential to generate the potential savings. Verification methods may include visual inspections, spot or short-term metering, and engineering calculations.

The Contractor and Organization, at defined intervals during the term of the contract, will verify that the installed equipment / systems have been properly maintained, continue to operate correctly, and continue to have the potential to generate the predicted savings.

- Provide operations, maintenance, repairs and training for contractor-installed equipment for the term of the agreement. At a minimum, training is required at or just prior to acceptance and just prior to the end of the contract term. Contractor, at its sole expense, shall be responsible for periodic inspections, tests, adjustments, and repairs required to sustain and/or restore energy systems to as-designed performance and performance requirements of the contract. Contractor shall provide operations and maintenance training and manuals for the Organization staff. The Contractor may also propose to provide repairs and maintenance for organization-owned energy equipment.

*USER NOTE: The following text applies to projects financed through internal financing, through a 3<sup>rd</sup> party lease-agreement or if the Organization is requesting that the Contractor provide financing for the project.*

- Insure that the project provides a net positive cash flow and meets the investment criteria set by Organization.

*USER NOTE: Include the following text if a third party has an agreement with you to provide support services for energy savings performance contracting projects (e.g., an engineering firm to evaluate submittals) and is to be reimbursed by the Contractor. Modify text as needed to correspond to your agreement with the third party.*

- “- The proposer to whom the contract is awarded shall pay support service fees to **{insert name of the organization which has an agreement with the Organization to provide support services for this performance contract}** to defray administrative costs of support services for performance contracting. The Contractor shall pay a project development fee equal to \_\_\_ percent (\_\_\_%) of the project construction cost within 30 days after the substantial completion date.”

## 1.6. RFQ Procedures

### 1.6.1. Description of the Procurement Process

*USER NOTE: This section defines and briefly describes the steps of the procurement process. There will be elements of this procurement process that will be unique to your Organization but are not unique to energy savings performance contracting RFQ/RFPs. Include these elements and modify this section as needed to match your proposed procurement process.*

It is anticipated that the process for the procurement of these energy services may proceed in two stages.

#### Submission of Written Qualifications Submittals

The Organization, through its designated representatives will review and evaluate the written responses to this Request for Qualifications (RFQ) in accordance with the evaluation criteria identified in Section 3 of this RFQ. The Organization will develop a list of “pre-qualified” proposers based on the evaluation of the qualifications submittals. The “pre-qualified” list of proposers will be allowed to submit proposals on RFPs subsequent to this RFQ.

#### Selection of “Pre-Qualified” Proposers

Selection for the “pre-qualified” proposer list may be made without further discussion or negotiation of qualifications submittals received; therefore, qualifications submittals should be submitted on the most favorable terms that can be submitted in response to this RFQ.

### 1.6.2. Questions Regarding the RFQ and the Procurement Process

*USER NOTE: The following text specifies how proposer questions are handled. This section should clearly state your Organization’s procedures in this regard. Modify and change this section as needed to meet the needs of your Organization and the project procurement process. Some Organizations allow proposers to communicate with Contracting Officers via e-mail and through dedicated web-sites. If your Organization intends to use e-mail and the Internet in relationship to your procurement efforts for this project, clearly state how communication will be accepted, date-stamped and validated.*

Proposers are encouraged to submit their questions regarding this RFQ as soon as possible. The Organization reserves the right to decline to answer specific questions. Responses to questions,

in either written or oral form, will not be deemed to amend the RFQ unless and until the response is included in a formal amendment to the RFQ.

Verbal communication will be offered as a matter of clarification; however, such communication will not be binding on the Organization and shall in no way excuse the proposer of obligations as set forth in this RFQ.

#### 1.6.3. Preparation of Qualifications Submittals

The proposer's offer shall be submitted in the format and outline described in Section 2 of this RFQ. All information required in the qualifications submittal shall be filled in, in accordance with the instructions therein.

#### 1.6.4. Cost of Qualifications Submittal Preparation

Costs for developing qualifications submittals are solely the responsibility of the proposers, whether or not any award results from this RFQ/RFP solicitation. The Organization will not be liable for any costs incurred by a proposer in the preparation of a qualifications submittal in response to this RFQ or any cost incurred by a proposer in any activity relative to this procurement.

#### 1.6.5. Disposition of Qualifications Submittals

All qualifications submittals shall become the property of the Organization and will be returned only at the Organization's option and the proposer's expense. In any event, one copy of each qualifications submittal will be retained for the institution's official files.

#### 1.6.6. Right to Reject

This RFQ does not commit the Organization to award a contract to or pay costs incurred in preparation of a qualifications submittal in response to this request. The Organization reserves the right to reject any and all qualifications submittals, to waive any informalities in any qualifications submittal received in response to this RFQ, and to re-solicit qualifications submittals in the event that no qualifications submittal is acceptable. The Organization also reserves the right to cancel any Request for Qualifications.

#### 1.6.7. Disqualification of Proposers

*USER NOTE: List any Organization-specific and procurement-specific causes sufficient for disqualification of proposers. An example list is given here.*

Any one or more of the following causes shall be considered as sufficient for the disqualification of a proposer:

- Lack of responsibility, including, but not limited to, amounts due to clients on existing contracts, existing or previous contracts in litigation, or defaults on a previous contract.
- Delivery of qualifications submittals after the deadline.
- Failure to follow directions and instructions in the RFQ.

- Placing conditions, limitations, or restrictions on the qualifications submittal.

## 2. Qualifications Submittal Requirements and Instructions

### SECTION OUTLINE

- 2. Qualifications Submittal Requirements and Instructions
  - 2.1. General Instructions and Qualifications Submittal Outline (Section A of Qualifications Submittal)
    - 2.1.1. Submission Requirements
    - 2.1.2. Information Required in Qualifications Submittals and Instructions for Packaging
    - 2.1.3. Qualifications Submittal Format
    - 2.1.4. Qualifications Submittal Signature Block
    - 2.1.5. Standardized Forms and Electronic Submissions
  - 2.2. Proposer and Team Identification, Qualifications and References (Section B of Qualifications Submittal)
    - 2.2.1. Proposer Identification and Information
    - 2.2.2. Project Team Identification
    - 2.2.3. Identification of Key Personnel
    - 2.2.4. Financial and Legal Information
    - 2.2.5. Trade References and Working Relationships with Products, Manufacturers and Utilities
    - 2.2.6. Project References
    - 2.2.7. Sample Investment Grade Audit Report and Sample Measurement and Verification Plan
- 2.1. General Instructions and Qualifications Submittal Outline (Section A of Qualifications Submittal)

*USER NOTE: Section 2.1. corresponds to Section A of the Qualifications Submittal Outline and Section 3.3.1 of the Evaluation Criteria.*

#### 2.1.1. Submission Requirements

*USER NOTE: If you are requiring only one copy each of the Sample Investment Grade Energy Study Report, the Sample Measurement and Verification Plan, and the financial submittals, include the following sentence after the 1<sup>st</sup> sentence of the 1<sup>st</sup> paragraph:*

*“Attach one copy each of your Sample Investment Grade Energy Study Report, Sample Measurement and Verification Plan, and financial submittals to the original copy of your qualifications submittal.”*

Proposers should submit an original and **{insert number}** copies of their qualifications submittal, one copy to be clearly marked as ORIGINAL and the others as COPY \_\_ OF **{insert number}** COPIES. The outer container for the qualifications submittal must be clearly marked “PERFORMANCE CONTRACTING FOR **{insert name of project}**, RFQ NO. **{insert RFQ number}**.”

Qualifications submittals received prior to the due date will be held unopened; late qualifications submittals will be rejected. Qualifications submittals that do not comply with these requirements will not be considered. The official time shall be that recorded in the time stamp clock of the

**{insert office name or location of time stamp}**. No qualifications submittal will be accepted after the specified time. All these conditions apply regardless of whether a qualifications submittal is mailed or hand delivered.

#### 2.1.2. Information Required in Qualifications Submittals and Instructions for Packaging

*USER NOTE: If desired, specify font, font size and spacing required for qualifications submittals.*

Qualifications submittals must provide the information described in the following sections. Proposers must address each item in the order in which it appears in the qualifications submittal format and outline (Section 2.1.3) and note the appropriate section heading being addressed at the top of the respective page. Major sections of the qualifications submittal should be identified by “tabs.” In addition to sections corresponding to the major sections, proposers may attach other exhibits as the final section of the qualifications submittal. All items listed in the qualifications submittal outline shall be completed and included in your qualifications submittal. All pages shall be numbered and the page numbers corresponding to each section specified on Form A-2S, Signature Form. The proposer is expected to respond to all items in as much detail as necessary for the Organization, its representatives, and consultants to make a fair evaluation of the proposer and the qualifications submittal for ranking. Proposers should respond directly to the points raised as concisely as possible. If an item does not apply to your firm or submittal, so indicate with the symbol “N/A” (not applicable). Failure to provide requested information may be grounds for a qualifications submittal to be disqualified from consideration. Attach additional pages as needed (8-1/2” x 11” paper) and clearly indicate to which item number the information corresponds.

Unnecessarily elaborate or bulky qualifications submittals are discouraged. The Organization prefers qualifications submittals that are complete and thorough but which are also concise and limited to relevant material. Any qualifications submittal determined to be materially unresponsive as to qualifications submittal content or form may be eliminated from further consideration.

#### 2.1.3. Qualifications Submittal Format

*USER NOTE: The following qualifications submittal outline is based on the structure of the qualifications submittal requirement section of the RFQ and should be modified as changes are made to the structure. Required qualifications submittal forms are specified where applicable. Modify the references to the forms if the forms are modified or if other forms are used.*

All qualifications submittals must follow the following format:

- A. Qualifications Submittal Agreement Forms
  - Qualifications Submittal Cover Sheet
  - Qualifications Submittal Signature Block
  - Form A-2S
- B. Proposer and Team Identification, Qualifications, and References
  - B.1. Proposer Identification and Information
    - Form B-1

- General statement of the proposer's energy conservation and management qualifications
- B.2. Project Team Identification
  - Form B-2
- B.3. Identification of Key Personnel
  - Form B-3(s)
  - List of Professional and Skilled Trades
  - List of resumes in Qualifications Submittal Appendix B-1
- B.4. Financial Information
  - Form B-4
  - Responses to financial and legal questions
  - List of financial submittals in Qualifications Submittal Appendix B-2
- B.4. Trade References
  - Form B-5
- B.5. Project References
  - Key to project references
  - Form B-6(s) and project summaries
  - Form B-7(s)

(Sections C, D and E are not used in this RFQ)

- APP. B-1 Resumes
- APP. B-2 Financial submittals
- APP. B-3 Sample Investment Grade Energy Study Report
- APP. B-4 Sample Measurement and Verification Plan

#### 2.1.4. Qualifications Submittal Signature Block

Complete and provide an original signature on Form A-2S, "Qualifications Submittal Signature Block," and include with your qualifications submittal.

#### 2.1.5. Standardized Forms and Electronic Submissions

*USER NOTE: If you are requiring proposers to submit cost data, financial data or other parts of their qualifications submittal in electronic format, specify format and requirements at the end of the next paragraph.*

This RFQ includes a set of standardized forms to be used in the development of qualifications submittals. Paper copies of the forms are available in Appendix B of this RFQ. These forms are also available electronically {insert correct delivery method: "on the diskette enclosed with this RFQ," "available by e-mailing \_\_\_\_\_," "available at the following Internet address: \_\_\_\_\_," etc.}. To complete these forms, follow the instructions provided in this RFQ and on the forms themselves.

#### 2.2. Proposer and Team Identification, Qualifications, and References (Section B of Qualifications Submittals)

*USER NOTE: The information requested in Section 2.2. is the same as that requested of proposers in the “Model RFP for Guaranteed Energy Savings.” If modifications are made to this section of your RFQ, make the same modifications in Section 2.2 of your RFP.*

*USER NOTE: This section corresponds to Section B of the Qualifications Submittal Outline and Section 3.3.2. through 3.3.5. of the Evaluation Criteria.*

#### 2.2.1. Proposer Identification and Information

All proposers shall provide, using Form B-1 (Proposer Information), information regarding their firm. Using additional 8-1/2” x 11” paper, provide a general statement of the proposer and project team qualifications and experience relating to the following energy efficiency project areas:

- Energy performance contracting,
- Project management and quality control,
- Engineering and design,
- Construction and system commissioning,
- Baseline development and performance measurement and verification,
- Operation and maintenance, and
- Facility staff training.

Describe prior experience working with the specific subcontractors identified for this project. Describe prior performance contracting experience. Highlight any experiences with buildings and technologies similar to those in this project.

#### 2.2.2. Project Team Identification

All proposers shall use Form B-2 (Project Team Information) to identify each of the project team organizations (prime contractor and sub-contractor) and their roles in the performance of potential projects under this RFQ/RFP. Identify the firm(s) performing consulting, architectural, engineering, construction, financial and contract security services for potential projects under this RFQ/RFP. Necessary information to be provided includes firm name and scope of work.

#### 2.2.3. Identification of Key Personnel

All proposers shall identify, using a separate Form B-3 (Key Personnel and Responsibilities) for each proposed contractor and subcontractor, key personnel and their responsibilities in relationship to the potential projects under this RFQ/RFP. Key personnel include those responsible for project management, energy studies, engineering design, financing, construction, supervision, maintenance and operations, and training. Clearly identify who will have the primary responsibility for the technical analysis, design and management of the project. Provide name, address, contractor’s license number and classification code, telephone number, and facsimile number for each firm.



On additional 8-1/2" x 11" paper, list all professional and skilled trades that your firm customarily performs with your own employees. Specify the percentage of work you customarily perform with your own employees.

Include resumes of all key personnel in Appendix B-1 of your qualifications submittal. Provide a list of the people for whom resumes are provided. The resumes should describe the qualifications and experience of the key personnel proposed for the project; including the number of years of experience with energy-related design and construction, number of years with the firm, supervisory experience, educational background, and professional licenses held, including state of origin. Provide a list of all energy-efficiency construction projects each individual has been associated with during the last five (5) years, including project type and cost. Experience in facilities and institutions similar to those involved in the proposed project should be highlighted as well as experience with the specific technologies anticipated for the proposed project.

#### 2.2.4. Financial and Legal Information

*USER NOTE: Review and modify the following financial information requests in relationship to your Organization and the proposed project's requirements.*

Note: Financial information submitted to the Organization shall be kept confidential and shall not be considered as a public record. Financial information shall not be released without the express written consent of the proposer. Failure to submit the required financial information may result in one's qualifications submittal being considered non-responsive.

All proposers shall complete Form B-4 (Financial Information). On additional 8-1/2" x 11" paper, provide written answers and documentation in relationship to the following questions:

- State whether your firm (or predecessors, if any) or any principal of the firm has been insolvent or declared bankrupt within the past 5 years.
- Attach a description of any financial default, modification of terms and conditions of financing to avoid default, or legal actions taken or pending against the proposer and its principals.
- List all legal or administrative proceedings pending, and those concluded, adverse to your firm within the last five years that relate to procurement or performance of any public or private construction contracts.
- Certify that your firm or any principal of the firm is not currently under suspension or debarment by any state or the federal government. If your company is currently under suspension or debarment your qualifications submittal may not be accepted or considered. Submit one copy of the following information in Appendix B-2 of the original copy of your qualifications submittal. Provide a list of the documents.
- Submit two years of audited fiscal year-end financial statements for the proposer. If the latest fiscal year-end financial statement is over nine months old, submit current interim balance sheets, income statements, and cashflow statements.
- If applicable, submit current (less than three months old) financial statements(s) and file copy of tax return(s) of any personal guarantor(s).

- If the firm's financial statements are not the sole source of credit support for potential projects under this RFQ, please supply pertinent additional information such as a letter of credit or financing agreement.

#### 2.2.5. Trade References and Working Relationships with Products, Manufacturers and Utilities

Complete Form B-5 to provide a list of trade references for energy-efficiency and related construction projects (firms with which your firm has had regular business dealings). Also list, on Form B-5, any affiliations your firm has with specific products, manufacturers, or utilities.

#### 2.2.6. Project References

Copy and complete Forms B-6 and B-7 to describe and provide information regarding each of the **{insert number}** energy performance contracting construction projects completed recently by your firm or project team. Additional information should be submitted on 8-1/2" x 11" paper.

Provide information on projects which best demonstrate the technical, financial, and project management capabilities of your firm and that are most relevant to the Organization's facilities. If your firm has completed less than **{insert number}** energy performance contracting construction projects, you may substitute information on other completed construction projects that are most relevant. If this response is submitted by a branch office or division of a parent company, please provide project experience for the specific branch or division; highlight projects that have been managed by the individuals who will be specifically assigned to this project.

#### 2.2.7. Sample Investment Grade Energy Study and Sample Measurement and Verification Plan

***USER NOTE: The information requested in Section 2.2.7. can be used to evaluate the proposer's performance on a specific energy efficiency project. Requiring multiple copies of this information may significantly increase the cost of qualifications submittal preparation for the proposer and the effort required by the Organization to review the qualifications submittal. Costs may be reduced by requiring only a single copy of Appendix B-3 be attached to the qualifications submittal original. If requiring only a single copy, insert the following sentence after the 2<sup>nd</sup> sentence of the 1<sup>st</sup> paragraph:***

"Submit one copy of these documents with the original copy of your qualifications submittal."

Provide, as Appendix B-3 of your qualifications submittal, a copy of the report for a detailed investment grade energy study that your firm completed for one of the facilities listed in the project experience section. Provide, as Appendix B-4 of your qualifications submittal, a copy of the measurement and verification (M&V) plan for the same project for which you are providing an investment grade energy study report. The sample M&V plan shall be in accordance with concepts and definitions provided in the International Performance Measurement and Verification Protocol (IPMVP).

By its submission, the proposer attests that the sample investment grade energy study report, and measurement and verification plan is representative of the comprehensiveness, technological sophistication, formulas, calculations, detail, and related coordination with the client it proposes to use under this scope of work. The Organization reserves the right to make the submitted

investment grade energy study report, and measurement and verification plan a part of the contract by reference as a standard of practice.



### 3. Evaluation Procedures and Selection Criteria

#### SECTION OUTLINE

- 3. Evaluation Procedures and Selection Criteria
  - 3.1. Procedure for Qualifications Submittal Evaluation and Contractor “Pre-Qualification”
  - 3.2. Criteria Weighting
  - 3.3. Selection Criteria
    - 3.3.1. Presentation and Responsiveness to the RFQ (Section A of Qualifications Submittal)
    - 3.3.2. Qualifications, Experience and Resources (Section B of Qualifications Submittal)
      - Qualifications
      - Experience
      - Financial Qualifications
      - References and Reputation
    - 3.3.3. Technical Approach (Proposer’s General Statement and Past Performance Evaluation Forms)
      - Project Summary and Plan
      - Facility Impact
      - Commissioning and Measurement and Verification
      - Training
      - Operation and Maintenance
    - 3.3.4. Management Approach (Proposer’s General Statement and Past Performance Evaluation Forms)
      - Responsibility and Management Approach
      - Resources
      - Schedule
    - 3.3.5. Financial Approach and Guarantees (Section E of Qualifications Submittal, Proposer’s General Statement, and Past Performance Evaluation Forms)
      - Pricing Approach
      - Energy and Cost Savings

*USER NOTE: Include “Financing Approach” only for projects in which the contractor finances or arranges financing for the project.*

- “- Financing Approach”
- Guarantees

#### 3.1. Procedure for Qualifications Submittal Evaluation and Contractor “Pre-Qualification”

“Pre-Qualified” status will be assigned to any proposers whom the organization determines can satisfactorily accomplish the anticipated work addressed in this Request for Qualifications. The evaluation will be based solely on the qualifications submittals. Therefore, insufficient or unclear information may result in a low evaluation. The qualifications submittals will be subject to the evaluation criteria outlined in Section 3.3, weighted by the factors given in Section 3.2.

The procedure for qualifications submittal evaluation will be as follows:

- The organization will review the qualifications submittal submitted by each proposer.
- The evaluation committee will generate a "pre-qualified" list of proposers.
- Subsequent RFPs may be issued, to which "pre-qualified" proposers may submit proposals.

### 3.2. Criteria Weighting

*USER NOTE: Note that the criteria weighting in the Model RFQ give an emphasis to qualifications, experience and resources. The criteria weighting in the Model RFP include more weighting on the proposers' technical, management and financial approaches. The criteria weighting can be adjusted for the needs of the project and the organization.*

Qualifications submittals will be evaluated according to the following criteria weighting, which are described in Section 3.3.:

|  |     |
|--|-----|
| Presentation and Responsiveness to the RFQ | 5%  |
| Qualifications, Experience and Resources   | 50% |
| Technical Approach                         | 15% |
| Management Plan                            | 15% |
| Financial Approach and Guarantees          | 15% |

### 3.3. Selection Criteria

The qualifications submittals will be evaluated based on the criteria described in the following sections.

#### 3.3.1. Presentation and Responsiveness to the RFQ (Section A of Qualifications Submittal)

*USER NOTE: This section corresponds to Section A of the Qualifications Submittal Outline and Section 2.1. of the Qualifications Submittal Requirements.*

- Overall quality, completeness, and clarity of qualifications submittals, including adherence to format and outline requirements,

#### 3.3.2. Qualifications, Experience and Resources (Section B of Qualifications Submittal)

*USER NOTE: This section corresponds to Section B of the Qualifications Submittal Outline and Section 2.2. of the Qualifications Submittal Requirements.*

The Organization will evaluate the proposer's qualifications, education, experience, ability, reputation and references in relationship to the Scope of Work described in Section 1.5.

#### Qualifications

- The qualifications, education, and experience of the personnel (prime and subcontractor),

including design professionals, proposed for this project, in relationship to the proposed project.

#### Experience

- The project team's experience in similar projects and facilities.

#### Financial Qualifications

- Financial soundness of the proposer, as shown in submitted financial information.

*USER NOTE: For projects in which the proposer will provide or arrange project financing, add the following text bullet.*

- Demonstrated ability to provide or arrange project financing.”

#### References and Reputation

- The quality of the proposer's references.
- Reliability of equipment performance of contractor's past retrofit projects, including energy-savings performance relative to projections.
- Experience developing and implementing measurement and verification (M&V) plans appropriate to the size and complexity of the project.

#### 3.3.3. Technical Approach (Proposer's General Statements and Past Performance Evaluation Forms)

*USER NOTE: This section corresponds to the “General Statement” and “Past Performance Evaluation Forms” requested of the proposer's and the proposer's references.*

*USER NOTE: Use the submitted “General Statements” and “Past Performance Evaluation Forms” to evaluate proposer's general technical approaches for the purpose of “pre-qualified” status selection. Subsequent RFPs will request more detailed technical approach information.*

#### Project Approach (Summary and Plan)

- Demonstrated understanding of possible opportunities and potential problems presented in energy-efficiency projects.
- Employment of technologies that have been successfully implemented before by the proposer and for which local maintenance, repair and training support are readily available.

#### Facility Impact

- Procedures for minimizing facility disruption and resolving unexpected problems or emergencies during construction and the operational period.

#### Commissioning and Measurement and Verification

- Clear demonstration of the quality of the energy savings measurement methodology, including the method to establish baseline usage, measure and verify energy usage, and adjust the baseline for weather and facility use changes.

- Ease of implementing proposed energy baseline methodology and method for calculating energy and energy cost savings.
- Experience and reputation with regard to commissioning plans and acceptance tests.

#### Training

- Experience and reputation with regard to training plans which demonstrate understanding of facility personnel needs and project conditions.

#### Operation and Maintenance

- Experience and reputation with regard to developing and maintaining clear delineation of organization and contractor participation in, and responsibility for, equipment operation.
- Availability and location of qualified technicians, spare parts and other resources to support maintenance and repair of contractor-installed measures.
- Emergency repair procedures and ability to meet time requirements specified in the RFQ, and predicted response time of proposer to calls for repairs.
- Plan for achieving smooth transition of equipment operation and/or maintenance at end of contract term.

#### 3.3.4. Management Approach (Proposer's General Statement and Past Performance Evaluation Forms)

*USER NOTE: This section corresponds to the "General Statement" and "Past Performance Evaluation Forms" requested of the proposer's and the proposer's references.*

*USER NOTE: Use the submitted "General Statements" and "Past Performance Evaluation Forms" to evaluate proposer's general management approaches for the purpose of "pre-qualified" status selection. Subsequent RFPs will request more detailed management approach information.*

#### Responsibility and Management Approach

- Experience and reputation with regard to clear assignment of responsibility and authority for all project tasks and phases to specific individuals.
- Experience and reputation with regard to clearly stated and adequate contingency plans to perform in the absence of primary personnel.
- Experience and reputation with regard to allowing for facility staff input to design, equipment selection, operation, and maintenance throughout projects.
- Adequacy of overall management system to successfully perform under contract, including how cost and technical performance status is determined, assessed, and reported through contract completion.

#### Resources

- Availability and adequacy of resources, services, equipment and qualified personnel needed to accomplish scope of work and to complete the project on schedule.



### Schedule

- Experience and reputation with respect to reasonableness of project implementation schedules.
- 3.3.5. Financial Approach and Guarantees (Section E of Qualifications Submittal, Proposer's General Statement and Past Performance Evaluation Forms)

*USER NOTE: This section corresponds to Section E of the Qualifications Submittal Outline, Section 2.3. of the Qualifications Submittal Requirements, and the "General Statement" and "Past Performance Evaluation Forms" requested of the proposer's and the proposer's references.*

*USER NOTE: Use the submitted "General Statements" and "Past Performance Evaluation Forms" to evaluate proposer's general financial approaches and guarantees for the purpose of "pre-qualified" status selection. Subsequent RFPs will request more detailed financial approach and guarantees information.*

### Pricing Approach

- Experience and reputation in clarity and reasonableness of project costs, price structure, and methods to document and report costs.

### Energy and Cost Savings

- Experience and reputation to assure best value and maximize long-term financial and other benefits.
- Experience and reputation in quality and clarity of the proposer's financial savings calculation methodology.

*USER NOTE: Delete the following "Financing Approach" if you do not anticipate that the Contractor will be responsible for financing or arranging financing for the project.*

### Financing Approach

- Experience and reputation in financing energy-efficiency projects.

### Guarantees

- Experience and reputation in meeting performance guarantees, and meeting agreed upon schedules.



**Appendix B - Qualifications Submittal Forms**  
(Appendix A and C are not used in this RFQ)

**B.1. Qualifications Submittal Forms, Responses and Submittals**

Note that the submittal forms included in this Appendix follow the same form, format and content as the proposal forms included in subsequent RFPs. For the purpose of this procurement effort, text such as “proposal” corresponds to both the qualifications submittals required under this RFQ and the proposal submittals required under any subsequent RFPs.

The following table identifies the forms, written responses and submittals required in qualification submittals submitted under this RFQ.

| Section | Submittals  |
|---------|---|
| A.      | Form A-2S: Qualifications Submittal Signature Block   |
| B.      | Form B-1: Proposer Information  |
|         | Statement of Proposer Qualifications  |
|         | Form B-2: Project Team Information  |
|         | Form B-3: Key Personnel and Responsibilities  |
|         | List of Resumes in Appendix B-1   |
|         | List of Professional and Skilled Trades   |
|         | Resumes (Appendix B-1)  |
|         | Form B-4: Financial Information   |
|         | Responses to Financial and Legal Questions  |
|         | List of Financial Submittals in Appendix B-2  |
|         | Financial Submittals (Appendix B-2)   |
|         | Form B-5: Trade References and Working Relationships with Products, Manufacturers and Utilities |
|         | Key to Project References   |
|         | Form B-6: Prior Project Description   |
|         | Additional Information on Projects (Project Summaries)  |
|         | Form B-7: Client Authorization Letter   |
|         | Sample Investment Grade Energy Study Report (Appendix B-3)                                      |
|         | Sample Measurement and Verification Plan (Appendix B-4)   |

### Form A-2S: Qualifications Submittal Signature Block

Include the following text and an original signature in your qualifications submittal:

The undersigned represents and warrants that the information provided is true and complete and that the organization may consider the information as continuing to be true and correct until a written notice of a change is given to the organization by the undersigned. The undersigned agrees to provide any other information that the organization deems necessary to determine the qualifications of the applicant. The undersigned is authorized to make decisions and commit the firm to agreements and contracts.

Forms and information that are required in this qualification submittal can be found as shown in the table below:

| Section | Submittals  | Page Numbers |
|---------|---|--------------|
| A.      | Form A-2S: Qualification Submittal Signature Block  |              |
| B.      | Form B-1: Proposer Information  |              |
|         | Statement of Proposer Qualifications  |              |
|         | Form B-2: Project Team Information  |              |
|         | Form B-3: Key Personnel and Responsibilities  |              |
|         | List of Resumes in Appendix B-1   |              |
|         | List of Professional and Skilled Trades   |              |
|         | Resumes (Appendix B-1)  |              |
|         | Form B-4: Financial Information   |              |
|         | Responses to Financial and Legal Questions  |              |
|         | List of Financial Submittals in Appendix B-2  |              |
|         | Financial Submittals (Appendix B-2)   |              |
|         | Form B-5: Trade References and Working Relationships with Products, Manufacturers and Utilities |              |
|         | Key to Project References   |              |
|         | Form B-6: Prior Project Description   |              |
|         | Additional Information on Projects (Project Summaries)  |              |
|         | Form B-7: Client Authorization Letter   |              |
|         | Sample Investment Grade Energy Study Report (Appendix B-3)                                      |              |
|         | Sample Measurement and Verification Plan (Appendix B-4)   |              |

\_\_\_\_\_  
Name of Company

By

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No: \_\_\_\_\_

Facsimile No: \_\_\_\_\_

e-mail: \_\_\_\_\_

### Form B-1: Proposer Information

NOTE: All questions must be addressed by the proposer. Failure of the proposer to answer any question, or comply with any directive contained in this form may be used by the organization as grounds for ineligibility. If a question or directive does not pertain to your organization in any way, please indicate that fact with the symbol “N/A.”

*USER NOTE: If your organization is providing the proposal forms in electronic format to the proposers, include the following sentence:*

“For additional space for answers to any given question on this form, copy the question’s answer format and expand the number of entries as needed.”

*If your organization is not providing the proposal forms in electronic format to the proposers, include the following sentence:*

“For additional space for answers to any given question on this form, attach 8-1/2” x 11” sheets and indicate reference numbers to correspond with each question.”

Date prepared: \_\_\_\_\_

1. Proposer Identification

Name of proposer: \_\_\_\_\_

Address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Phone number: \_\_\_\_\_

Facsimile number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Taxpayer I.D. number: \_\_\_\_\_

2. Type of Firm: (check one)

☐ Corporation

☐ Partnership

☐ Sole Ownership

☐ Joint Venture (list venture partners in the next section)

☐ Branch Office of \_\_\_\_\_

☐ Division of \_\_\_\_\_

☐ Other \_\_\_\_\_

3. Is the firm incorporated? Yes ☐ No ☐

4. Federal Employer Identification Number: \_\_\_\_\_

5. How many years has the firm been in the energy-efficiency-related business? \_\_\_\_ years
6. How many years has the firm been in business under its present business name? \_\_\_\_ years
7. Indicate all other names by which the firm has been known and the length of time known by each name:
- \_\_\_\_\_ years
- \_\_\_\_\_ years
8. Name of parent company (if applicable): \_\_\_\_\_
- Address: \_\_\_\_\_
- City, state, zip code: \_\_\_\_\_
9. List all of the proposer's **{Insert State Name}** Contractor's license number(s) and type(s):
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
10. List the names, titles, and contact information for two individuals authorized to represent the proposer and firm in regard to this RFQ and any related contract negotiations:
- Contact #1:
- Name: \_\_\_\_\_
- Title: \_\_\_\_\_
- Phone Number: \_\_\_\_\_
- Facsimile Number: \_\_\_\_\_
- E-mail Address: \_\_\_\_\_
- Contact #2:
- Name: \_\_\_\_\_
- Title: \_\_\_\_\_
- Phone Number: \_\_\_\_\_
- Facsimile Number: \_\_\_\_\_
- E-mail Address: \_\_\_\_\_

11. List corporate officers and directors or individuals, partners, joint venture partners, or owners, using the following format. Expand number of entries or use additional 8-1/2" x 11" paper as necessary.

Name: \_\_\_\_\_

Title / Function: \_\_\_\_\_

Address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Phone number: \_\_\_\_\_

Name: \_\_\_\_\_

Title / Function: \_\_\_\_\_

Address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Phone number: \_\_\_\_\_

Name: \_\_\_\_\_

Title / Function: \_\_\_\_\_

Address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Phone number: \_\_\_\_\_

12. List corporate shareholders holding 25% or more of the outstanding shares with name, mailing address, and telephone number.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Phone number: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, zip code: \_\_\_\_\_

Phone number: \_\_\_\_\_



***USER NOTE: If your organization requires asking for and considering Minority Business Enterprise status in their procurement activities, include your organization's version of the following two questions. (Change the numbering as needed)***

13. Is the firm a recognized Minority Business Enterprise?      Yes \_\_\_\_      No \_\_\_\_

14. If yes, please indicate the appropriate category:

|   |  |
|---|--|
| <input type="checkbox"/> American Indian  | <input type="checkbox"/> Spanish Surname |
| <input type="checkbox"/> Asian-American   | <input type="checkbox"/> Female-owned    |
| <input type="checkbox"/> African-American | <input type="checkbox"/> Other _____     |

15. Indicate what entity has certified that the firm is a Minority Business Enterprise. Provide documentation.

***USER NOTE: Include the following two questions if your organization's facilities are spread out over a wide geographic region. (Change the numbering as needed)***

16. List the areas within the (State/County/City/other public division) in which your company would consider providing services to organization facilities.

17. If your company is not located in (State/County/City/other public division), use additional 8-1/2" x 11" paper to discuss the mechanisms that will guarantee the local support service necessary for fulfilling an energy savings performance contract.

Prime Contractor: \_\_\_\_\_

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[illegible][illegible]

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Form B-3: Key Personnel and Responsibilities

Complete a separate Form B-3 for each proposed contractor and subcontractor.

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Person for this project: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Personnel for this projects (persons who will have supervisory or other responsibility for the work to be performed):

| Name  | Title | Responsibility |
|-------|-------|----------------|
| _____ | _____ | _____          |
| _____ | _____ | _____          |
| _____ | _____ | _____          |
| _____ | _____ | _____          |
| _____ | _____ | _____          |
| _____ | _____ | _____          |
| _____ | _____ | _____          |
| _____ | _____ | _____          |
| _____ | _____ | _____          |
| _____ | _____ | _____          |
| _____ | _____ | _____          |
| _____ | _____ | _____          |
| _____ | _____ | _____          |
| _____ | _____ | _____          |
| _____ | _____ | _____          |

Number of years the firm has conducted business: \_\_\_\_\_

Contractor's License # \_\_\_\_\_ Classification Code: \_\_\_\_\_

#### Form B-4: Financial Information

Note: Financial information submitted to the organization shall be kept confidential and shall not be considered as a public record. Financial information shall not be released without the express written consent of the proposer. Failure to submit the required financial information may result in one's proposal being considered non-responsive.

*USER NOTE: If your organization is providing the proposal forms in electronic format to the proposers, include the following sentence:*

*“For additional space for answers to any given question on this form, copy the question's answer format and expand the number of entries as needed.”*

*If your organization is not providing the proposal forms in electronic format to the proposers, include the following sentence:*

*“If additional space for answers to any given question on this form, attach 8-1/2” x 11” sheets and indicate reference numbers to correspond with each question.”*

1. How many energy savings performance contracts have been implemented by the firm?  
(NOTE: If this response is submitted by a branch office or division of a parent company, indicate the number of projects that have been managed directly by the specific branch or division.)

\_\_\_\_\_ energy savings performance contracts

2. Specify the longest individual (single ECM) and the longest combined (whole project) simple payback project term that your firm would consider implementing under a guaranteed savings approach.

Longest individual simple payment project term: \_\_\_\_\_ years

Longest combined simple payment project term: \_\_\_\_\_ years

3. Indicate the smallest and largest contract values for a project your firm would consider for a guaranteed savings contract with an organization-owned facility.

Smallest contract value: \$ \_\_\_\_\_

Largest contract value: \$ \_\_\_\_\_

4. Fill in the blanks below to show the number of energy efficiency projects completed by the proposer's firm in the last five years:

*USER NOTE: Replace the blanks on the "Year" row with labels for the last five years (1997, etc.).*

|                            |       |       |       |       |       |
|----------------------------|-------|-------|-------|-------|-------|
| Year                       | _____ | _____ | _____ | _____ | _____ |
| <u>Contract Value:</u>     |       |       |       |       |       |
| Less than \$100,000        | _____ | _____ | _____ | _____ | _____ |
| \$100,000 to \$499,999     | _____ | _____ | _____ | _____ | _____ |
| \$500,000 to \$999,999     | _____ | _____ | _____ | _____ | _____ |
| \$1,000,000 to \$2,999,999 | _____ | _____ | _____ | _____ | _____ |
| More than \$3,000,000      | _____ | _____ | _____ | _____ | _____ |

5. For each year in the last five years, identify the largest capital investment for an energy performance contract in which your firm was involved.

*USER NOTE: If you want to be able to contact the organizations which contracted for the following largest capital investment energy performance contracts, add the following sentence and provide blanks for name of customer, contact person and phone number to the right of the \$ column:*

"Include name of customer, contact person and phone number."

|       |       |
|-------|-------|
| Year  | \$    |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

6. Please provide the following information regarding your firm's construction bonding and letter of credit capabilities.

Firm's total bonding capacity (\$): \_\_\_\_\_

Firm's bonding / Letter of Credit dollar limit per project (\$): \_\_\_\_\_

Firm's bonding / Letter of Credit time limit per project: \_\_\_\_\_

Name of present bonding agent or bank: \_\_\_\_\_

    Contact person: \_\_\_\_\_

    Phone number: \_\_\_\_\_

7. Has a bond / Letter of Credit been invoked or used against your present firm within the past five years?

\_\_\_\_ Yes      \_\_\_\_ No

If yes, supply particulars, including project name and owner's name: (Use additional space or additional 8-1/2" x 11" paper if needed)

8. Provide the name, address, and telephone number of the firm(s) that prepared the financial statements.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Phone number: \_\_\_\_\_

Form B-5: Trade References and  
Working Relationships with Products, Manufacturers and Utilities

*USER NOTE: If your organization is providing the proposal forms in electronic format to the proposers, include the following sentence:*

“For additional space for answers to any given question on this form, copy the question’s answer format and expand the number of entries as needed.”

*If your organization is not providing the proposal forms in electronic format to the proposers, include the following sentence:*

“If additional space for answers to any given question on this form, attach 8-1/2” x 11” sheets and indicate reference numbers to correspond with each question. ”

1. Using the following format, and additional 8-1/2” x 11” pages as needed, provide a list of trade references for energy-efficiency and related construction projects (firms with which your organization has had regular business dealings)

Name of trade reference: \_\_\_\_\_

Address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Phone number: \_\_\_\_\_

Name of trade reference: \_\_\_\_\_

Address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Phone number: \_\_\_\_\_

Name of trade reference: \_\_\_\_\_

Address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Phone number: \_\_\_\_\_

Name of trade reference: \_\_\_\_\_

Address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Phone number: \_\_\_\_\_

Name of trade reference: \_\_\_\_\_

Address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Phone number: \_\_\_\_\_

2. Please specify and describe any working relationships your firm has with any products, manufacturers or utility companies. If none, enter “N/A” in the blanks below. Use additional 8-1/2” x 11” pages as necessary.

| Product, Manufacturer or Utility Name | Type of Relationship |
|---------------------------------------|----------------------|
| _____                                 | _____                |
| _____                                 | _____                |
| _____                                 | _____                |
| _____                                 | _____                |
| _____                                 | _____                |
| _____                                 | _____                |
| _____                                 | _____                |

3. If your firm is a manufacturer or distributor of any products related to energy-efficiency and related construction projects (e.g., energy systems, energy controls, etc.), indicate what proportion of the energy savings performance contracts undertaken by your firm have utilized products manufactured or distributed by your firm.



### Form B-6: Prior Project Description

*Copy and complete a Form B-6 for each relevant prior project. All questions must be addressed by the proposer. If a question or directive does not pertain to the given project, please indicate that fact with the symbol "N/A."*

*USER NOTE: If your organization is providing the proposal forms in electronic format to the proposers, include the following sentence:*

*"For additional space for answers to any given question on this form, copy the question's answer format and expand the number of entries as needed."*

*If your organization is not providing the proposal forms in electronic format to the proposers, include the following sentence:*

*"For additional space for answers to any given question on this form, attach 8-1/2" x 11" sheets and indicate reference numbers to correspond with each question."*

1. Contractor: \_\_\_\_\_
2. Subcontractor(s): \_\_\_\_\_
3. Project name: \_\_\_\_\_
4. Building / facility: \_\_\_\_\_
5. Use of facility: \_\_\_\_\_
6. Number of buildings: \_\_\_\_\_
7. Total floor area (sq. ft): \_\_\_\_\_
8. Name of reference: \_\_\_\_\_
9. Telephone number: \_\_\_\_\_
10. Date of project installation: \_\_\_\_\_
11. Was the project completed within the original schedule? \_\_\_\_ Yes \_\_\_\_ No

*If not, explain why:*

12. Current status of project: \_\_\_\_\_
13. Type of contract (purchase, shared savings, lease, etc.): \_\_\_\_\_
14. Term of contract (years): \_\_\_\_\_
15. Type of financing: \_\_\_\_\_
16. Financing arranged by: \_\_\_\_\_

17. Specify any financial resources contributed by a third party, such as utility rebates and state building aid:

18. Describe any performance guarantees provided for this project:

19. Total contract amount: \_\_\_\_\_

20. Total capital project amount: \_\_\_\_\_

21. List the energy conservation measures and systems that were installed:

22. Provide energy consumption, savings and related cost data in the following table. Data should be given in the form of fuel units that appear in the utility bill. Do not provide savings data in terms of BTUs. Add additional rows for other fuel types or cost reporting data.

|           | Consumption<br>Before Project<br>Implementation | ===== Savings After Project Implementation ===== |            |                   |                   |                   |                   |
|-----------|---|--|------------|-------------------|-------------------|-------------------|-------------------|
|           |   | Projected  | Guaranteed | Actual<br>Year #1 | Actual<br>Year #2 | Actual<br>Year #3 | Actual<br>Year #4 |
| kWh       | _____   | _____  | _____      | _____             | _____             | _____             | _____             |
| kW demand | _____   | _____  | _____      | _____             | _____             | _____             | _____             |
| Therms    | _____   | _____  | _____      | _____             | _____             | _____             | _____             |
| Gallons   | _____   | _____  | _____      | _____             | _____             | _____             | _____             |
| Cost (\$) | _____   | _____  | _____      | _____             | _____             | _____             | _____             |

23. State the distribution of responsibility between team members by completing the following table. If the proposer was responsible for a given activity, put a checkmark in the “performed by proposer” blank corresponding to that activity. If a subcontractor was responsible for a given activity, write their name in the “performed by subcontractor” blank corresponding to that activity. If responsibilities were split, specify general responsibilities for each party.

| Activity                     | Performed by<br>Proposer<br>(checkmark) | Performed by<br>Subcontractor<br>(Subcontractor Name(s)) |
|------------------------------|---|--|
| Energy Study                 | _____                                   | _____  |
| Engineering Design           | _____                                   | _____  |
| Installation                 | _____                                   | _____  |
| Commissioning                | _____                                   | _____  |
| Financing                    | _____                                   | _____  |
| Measurement and Verification | _____                                   | _____  |
| Operations and Maintenance   | _____                                   | _____  |
| Training                     | _____                                   | _____  |
| Other _____                  | _____                                   | _____  |

Form B-7: Client Authorization Letter

The organization requires your permission to obtain information regarding your performance on the reference projects described using Form B-6. Please complete, sign and submit separate copies of the following “Client Authorization Letter” for each of your project references.

Client Authorization Letter

**{Proposer insert client’s contact person name and address}**

Dear **{proposer insert contact person’s name}**:

We are currently responding to the **{insert organization name}** RFQ **{insert number}** for the procurement of energy savings services. They have requested references and performance information from organizations for whom we have performed energy savings services. In the event you are contacted for information on work we have performed for your organization, you are hereby authorized to respond to those inquiries.

We have identified Mr./Ms. \_\_\_\_\_ of your organization as the point of contact based on their knowledge concerning our work. Your cooperation is appreciated. Any questions may be directed to **{insert organization contact person and phone number}** or **{Proposer insert proposer contact person}** at the address below.

Sincerely,

**{Proposer insert proposer contact person, signature, firm name, address, phone number and e-mail address}**

Form B-8: Past Performance Evaluation Letter

*USER NOTE: The following form letter can be used as a cover letter for the past performance evaluation forms.*

**{insert organization contact name, address and phone number}**

**{insert date}**

**{insert reference name and address}**

Dear **{insert reference name}**

**{insert proposer name}** has submitted a proposal in response to our RFQ **{insert number}** for the procurement of energy savings services. **{insert proposer name}** has identified your organization as an organization for whom they have performed energy services. We would like your assistance in providing us with an evaluation of this work. For simplicity, we have provided the enclosed question format. Please complete and return to us by **{insert date}** at the address listed above. If you have any questions regarding this request, please contact us at the phone number listed above.

Thank you,

**{insert organization contact person's name and signature}**

### Form B-9: Past Performance Evaluation Form

*USER NOTE: This form can be used to obtain feedback from your proposer's energy savings performance contracting clients. Review and modify as needed to fit the needs of your organization and procurement effort.*

*If evaluations from project references will be requested, include forms B-7, B-8, and B-9 in your RFQ.*

Please rate the contractor as "Outstanding" (O), "Good" (G), "Adequate" (A), "Poor" (P), "Unacceptable" (U), or "Not Applicable" (N/A) in the following areas. Please give a short narrative as to why you chose the adjective you did, especially for those areas where the ratings are other than "adequate".

#### A. QUALITY OF PRODUCT OR SERVICES

1. Overall performance in design, implementation and maintaining energy conservation projects.

Rating \_\_\_\_ Comments:

2. Quality control, workmanship, and conformance to specifications.

Rating \_\_\_\_ Comments:

3. Content and accuracy of technical, business, cost and/or other reports.

Rating \_\_\_\_ Comments:

4. Compliance with contract terms and conditions.

Rating \_\_\_\_ Comments:

#### B. TIMELINESS OF PERFORMANCE

1. Development, implementation and adherence to work schedules.

Rating \_\_\_\_ Comments:

2. Timely completion of deliverables.

Rating \_\_\_\_ Comments:

3. Timeliness of technical, business, cost and/or other reports.

Rating \_\_\_\_ Comments:

#### C. COST CONTROL

1. Adherence to cost savings targets.

Rating \_\_\_\_ Comments:

2. Accurately estimated and managed project cost effectiveness.

Rating \_\_\_\_ Comments:

3. Price

If there was any change in the contractor payments or savings to your Organization that was the Contractor's fault, please explain the reasons why. Could it have been avoided?

Rating \_\_\_\_ Comments:

4. Were there any contract revisions that impacted the contract value adversely, and what were they due to?

Rating \_\_\_\_ Comments:

5. Change proposals submitted were reasonably priced and contained all appropriate supporting documentation.

Rating \_\_\_\_ Comments:

6. Total amount of contract value increases:

- |                                      |    |
|--------------------------------------|----|
| a. Changes made by your organization | \$ |
| b. Changes due to contractor         | \$ |
| c. Increases in contract scope       | \$ |
| d. Other causes (please explain)     | \$ |

#### D. BUSINESS PRACTICES

1. Please comment on the strong and weak points of the contractor's performance and management of the energy conservation project.
2. Contractor's skills in efficiently and effectively allocating and directing personnel and resources.

Rating \_\_\_\_ Comments:

3. Contractor's ability in developing and managing subcontracts and consulting agreements.

Rating \_\_\_\_ Comments:

4. Contractor's effective use of small/minority disadvantaged business subcontracting.

Rating \_\_\_\_ Comments:

5. Contractor's reasonable and cooperative behavior and flexibility, as well as their responsiveness to inquiries from your organization's technical and contract representatives.

Rating \_\_\_\_ Comments:

6. Contractor conducts project in businesslike manner and willingness to cooperate with organization personnel and other contractors.

Rating \_\_\_\_ Comments:

7. Ability to finance energy conservation projects.

Rating \_\_\_\_ Comments:

#### E. CUSTOMER SATISFACTION

1. Please comment on the overall satisfaction of your organization's technical monitors with contractor performance.

### III. RESPONDENT INFORMATION

Please provide the following information.

- A. Name of evaluator(s):
- B. Position title:
- C. Organization name and mailing address:
- D. Telephone number:
- E. Facsimile number:
- F. Your role in the program/contract:
- G. Length of involvement in this program/contract:
- H. Date questionnaire completed:



### Disclaimer

This set of “Model Procurement Documents for Energy Savings Performance Contracting (Guaranteed Energy Savings),” a product of the Rebuild America Program, has been developed for use in developing and implementing your organization’s energy-efficiency retrofit activities. These model documents are provided for your guidance and should be used in conjunction with the advice and skills of your organization’s contracts and procurement professionals and your organization’s legal counsel.

## Model RFP for Guaranteed Savings

### OUTLINE

1. Project Description and RFP Procedures
  - 1.1. Schedule of Events
  - 1.2. Contact Information
  - 1.3. Purpose
  - 1.4. General Description of Facilities
  - 1.5. Scope of Work
  - 1.6. RFP Procedures
    - 1.6.1. Description of the Procurement Process
      - Submission of Written Proposals
      - Interview
      - Selection of Contractor and Contract Negotiations
    - 1.6.2. Examination of Request for Proposals (RFP) and Contract Forms
    - 1.6.3. Notice of Intent to Propose
    - 1.6.4. Questions Regarding the RFP and the Procurement Process
    - 1.6.5. Pre-Proposal Conference and Site Visit
    - 1.6.6. Preparation of Proposals
    - 1.6.7. Cost of Proposal Preparation
    - 1.6.8. Modification of Proposals
    - 1.6.9. Withdrawal of Proposals
    - 1.6.10. Period of Irrevocability
    - 1.6.11. Amendments to RFP
    - 1.6.12. Disposition of Proposals
    - 1.6.13. Right to Reject
    - 1.6.14. Disqualification of Proposers
2. Proposal Requirements and Instructions
  - 2.1. General Instructions and Proposal Outline (Section A of Proposal)
    - 2.1.1. Submission Requirements
    - 2.1.2. Information Required in Proposals and Instructions for Packaging
    - 2.1.3. Proposal Outline
    - 2.1.4. Certification of Independent Price Determination
    - 2.1.5. Proprietary Data
    - 2.1.6. Proposer Acceptance of Sample Agreement

- 2.1.7. Proposer Signature Block
    - 2.1.8. Standardized Forms and Electronic Submissions
  - 2.2. Proposer and Team Identification, Qualifications and References (Section B of Proposal)
    - 2.2.1. *Proposer Identification and Information*
    - 2.2.2. *Project Team Identification*
    - 2.2.3. *Identification of Key Personnel*
    - 2.2.4. *Financial and Legal Information*
    - 2.2.5. *Trade References and Working Relationships with Products, Manufacturers and Utilities*
    - 2.2.6. *Project References*
    - 2.2.7. Sample Investment Grade Audit Report and Sample Measurement and Verification Plan
  - 2.3. Technical Approach (Section C of Proposal)
    - 2.3.1. Project Summary and Plan
    - 2.3.2. Facility Impact
    - 2.3.3. Measurement and Verification Plan
    - 2.3.4. Training
    - 2.3.5. Operation and Maintenance
  - 2.4. Management Approach (Section D of Proposal)
    - 2.4.1. Responsibility and Management Approach
    - 2.4.2. Resources
    - 2.4.3. Project Schedule
  - 2.5. Financial Approach and Guarantees (Section E of Proposal)
    - 2.5.1. Pricing Approach
      - Cost for Detailed Investment Grade Energy Study
      - Proposed Measure Costs
    - 2.5.2. Energy and Cost Savings
    - 2.5.3. Guarantees
    - 2.5.4. Financing Approach
- 3. Evaluation Procedures and Selection Criteria
  - 3.1. Procedure for Proposal Evaluation and Contractor Selection
  - 3.2. Criteria Weighting
  - 3.3. Selection Criteria
    - 3.3.1. Presentation and Responsiveness to the RFP (Section A of Proposal)
    - 3.3.2. Qualifications, Experience and Resources (Section B of Proposal)
      - Qualifications
      - Experience
      - Financial Qualifications
      - References and Reputation
    - 3.3.3. Technical Approach (Section C of Proposal)
      - Project Summary and Plan
      - Facility Impact
      - Commissioning and Measurement and Verification
      - Training
      - Operation and Maintenance
    - 3.3.4. Management Approach (Section D of Proposal)
      - Responsibility and Management Approach
      - Resources

- Schedule
- 3.3.5. Financial Approach and Guarantees (Section E of Proposal)
  - Pricing Approach
  - Energy and Cost Savings
  - Financing Approach
  - Guarantees
- A. Facility Data and Information
- B. Proposal Forms, Responses and Submittals
- C. Model Agreement for Guaranteed Energy Savings



1. Project Description and RFP Procedures

SECTION OUTLINE

1. Project Description and RFP Procedures
  - 1.1. Schedule of Events
  - 1.2. Contact Information
  - 1.3. Purpose
  - 1.4. General Description of Facilities
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    - 1.6.11. Amendments to RFP
    - 1.6.12. Disposition of Proposals
    - 1.6.13. Right to Reject
    - 1.6.14. Disqualification of Proposers

1.1 Schedule of Events

*USER NOTE: The following schedule of events includes critical dates relating to the procurement process up through the energy study and project contract negotiation. Review the listing of critical events and dates and combine, modify and change as needed to meet your project's schedule. Note that listing the critical dates in terms of the number of weeks since the beginning of the procurement process provides some flexibility in the procurement timeline.*

Schedule of Events

|  |                               |
|--|-------------------------------|
| Advertising and Issuance of Request for Proposal | <b>{insert date}</b>          |
| Notice of Intent to Propose Deadline             | <b>{insert date}</b>          |
| Deadline for Proposer Questions                  | <b>{insert date}</b>          |
| Pre-Proposal Conference and Site Visit           | <b>{insert date and time}</b> |
| Proposal Deadline                                | <b>{insert date and time}</b> |

## Submittals

Submit “Notice of Intent to Propose,” “Proposer Questions” and Proposals to:

**{insert Contracting Officer’s name and address}**

Proposals must be submitted by or before the proposal deadline date and time listed above. The Organization reserves the right to disqualify proposals received after the time and date specified. Proposals by facsimile or e-mail are not acceptable.

Location of Pre-Proposal Conference and Site Visit:

**{insert location, address, directions}**

### 1.2. Contact Information

*USER NOTE: Proposers need to know where to direct any questions they have regarding the project or RFP procedures. Often, a separate contact person is identified for questions relating to facility conditions or energy usage. Limit the number of contact persons or it can become difficult to manage responses to proposer questions.*

This RFP is issued by the Organization. The following persons should be contacted for additional information regarding this RFP.

Proposal procedures (Contracting Officer):

**{insert contact person name and contact information}**

Organization administration, governance, or financing:

**{insert contact person name and contact information}**

Organization physical plant and/or energy data:

**{insert contact person name and contact information}**

### 1.3. Purpose

*USER NOTE: The purpose section describes, in general terms, information that proposers can use to quickly determine whether or not they will bid on the project, including:*

- *Types of energy-efficiency services desired (single or multiple site, specified or unspecified projects, etc.)*
- *Types of financing and contract mechanisms preferred*
- *Additional services to be considered.*

*Note that the purpose and scope of work can be combined together. In that case, separate sections may not be necessary.*

The Organization (hereinafter referred to as **{insert abbreviation or term for the Organization}**) is issuing this Request for Proposal (RFP) to solicit proposals from interested Contractors that are capable of providing comprehensive energy management and energy-related capital improvements in buildings at **{insert facility or site name}**. The Organization intends to

award a negotiated contract to one firm to provide energy services and related equipment under the terms and conditions that the Organization considers to be most favorable among those offered.

*USER NOTE: Energy efficiency projects always involve a trade-off between “cream-skimming,” that is, doing only quick payback measures to maximize short term savings, and making long term improvements to capital equipment. Carefully consider your organization’s greatest need. Is replacing worn out equipment, securing long-term maintenance services, or maximizing near term savings the highest priority? Edit, modify, and add to the following description of services to describe the energy-related services you anticipate requiring for your Organization and possible projects. Clearly separate your highest priority needs from items that are desirable, but not absolutely necessary.*

The Organization is interested in contracting for a full range of energy services and energy-related capital improvements that maximize energy and cost savings over time. These services may include but are not limited to: investment grade energy studies; design; acquisition; installation; modification; commissioning; measurement and verification; operation, maintenance and repair; and training in the operation, maintenance and repair of existing and new equipment.

The Organization is interested in energy services and energy-related capital improvements which will reduce energy consumption associated with the following:

- Heating, ventilation and air conditioning system(s),
- Lighting system(s),
- Building envelope(s),
- Domestic hot water system(s),
- Boiler plant(s),
- Chiller plant(s),
- Building automation control system(s),
- Piping distribution system(s),
- Electric motors and drives,
- Cogeneration,
- Refrigeration,
- Renewable energy, and
- Electric distribution systems.

Further, energy services are desired for savings which would not reduce consumption per se but are aimed at cost savings, such as fuel switching or demand reductions.

*USER NOTE: If you are interested in bundling other improvement work in with the energy savings performance contract, modify and include the following text to describe your equipment and modification needs. Also use this text to clearly indicate whether replacement of aging capital equipment or short-term energy cost reductions are a higher priority.*

“The Organization has the following equipment/modification needs **{{insert list of needs, such as: chiller, roofing, etc.}}**, which it recognizes may not be covered directly by savings, but requests that proposers offer procedures for incorporating these measures into the scope of work and to suggest financing arrangements that might be made to cover costs in excess of savings.”

*USER NOTE: There are several different ways to finance a capital-improvement energy savings performance contract. If internal financing is anticipated, indicate the available budget and any investment criteria (target rate of return, etc.) that the project must meet. If 3<sup>rd</sup> party lease agreements are intended, provide the general parameters (interest rate, term, maximum borrowing limit, etc.) of these financing agreements (if available). The proposers will need to take this information into account when developing their overall proposals and cash flows.*

The Organization intends to finance projects resulting from this Request for Proposal via **{internal financing / 3<sup>rd</sup> party lease agreement / contractor financing}**. **{Insert any known information regarding financing requirements (interest rate, term, maximum borrowing limit, etc.)}**

*USER NOTE: For public-sector projects, include the following sentence at the end of the 1<sup>st</sup> paragraph below:*

“No contract shall exceed **{insert applicable contract term limitation under state law}** in duration and is subject to annual appropriations.”

*USER NOTE: Note that performance contracting can be brokered to include projects which are not fully amortized by utility cost savings (such as infrastructure improvements, etc.)*

Projects implemented through any contracts resulting from this Request for Proposal will be conducted as guaranteed savings, energy savings performance contracts with contractor payments specified in a fixed payment schedule and energy savings guaranteed to equal or exceed the costs of implementing the project.

#### 1.4. General Description of Facilities

*USER NOTE: A short description of the facilities provides a quick overview for the proposers. As the bulk of the facility descriptions and energy usage data will be included in Appendix A, Facility Data and Information, this description can be as short as one paragraph. Summary information that should be included in this description includes total square footage, annual energy bill totals, and references to Appendix A, Facility Data and Information.*

The Organization buildings for which energy efficiency services are requested are listed in Appendix A, Facility Data and Information. These facilities occupy approximately **{insert floor area}** square feet and have an annual utility bill of **{{insert total of annual utility bill}}**.



Appendix A of this RFP offers pertinent utility data and information that can be used by the proposers to judge the economic viability of the project. Appendix A also includes information on required facility and equipment performance and standards of service.

### 1.5. Scope of Work

*USER NOTE: The scope of work section briefly describes the type of work you expect the selected energy service provide to include when implementing your energy-efficiency project. Here are some ideas for possible parts of a scope of work:*

- *“Walk-through” audit (general approach RFPs only)*
- *Detailed “investment grade” energy study, including project development, project priorities and tradeoffs, measurement and verification plan*
- *Design, furnish and install energy-efficiency retrofits*
- *Perform measurement and verification (M&V)*
- *Provide operation and maintenance, repairs, and training*
- *Finance all of the equipment and services provided (if contractor financing is requested) or*
- *Identify potential third-party financing sources and assist the Organization in arranging financing*
- *Any unique factors that would affect the Contractor’s proposal; for example, plans for facility expansion, labor agreements that limit the ability for the Organization to subcontract maintenance, or other maintenance contracts that are in place.*

The selected Contractor will be expected to:

*USER NOTE: For “general approach” RFPs:*

*Add the following paragraph:*

- *Perform a walkthrough energy audit of proposed facilities and projects to determine general opportunities. Submit a report of the walkthrough findings to the Organization to be used in deciding whether to proceed with an Investment Grade Energy Study.”*

*USER NOTE: For “general approach” RFPs:*

*Add the following text at the beginning of the first sentence in the paragraph below.*

*“If instructed to proceed by the Organization,”*

- *Perform an Investment Grade Energy Study for the proposed facility or project. The Investment Grade Energy Study Report shall identify all feasible energy conservation, load management, and renewable resource options with benefits exceeding all related costs over the contract term. Options must be able to improve energy efficiency without sacrificing comfort or existing equipment performance or reliability. The Contractor shall furnish a written report of its findings, including proposed measures, project economics and the proposed project measurement and verification plan.*
- *Design, furnish, and install energy efficiency improvements identified in the energy study and accepted by the Organization. The Contractor shall be responsible for quality control during the installation of all energy efficiency measures (EEMs). The Contractor shall inspect and test all work performed to insure compliance with contract requirements.*

- Develop, negotiate and implement a measurement and verification (M&V) plan in accordance with concepts and definitions in the International Performance Measurement and Verification Protocol (IPMVP), including the following two components:
  - Confirming that (a) the baseline conditions were accurately defined and; (b) the proper equipment / systems were installed and that they have the potential to generate the predicted savings.
  - Determining the actual energy savings achieved by the installed measure as defined by the Options in the IPMVP. This component uses performance measurements and operational assumptions or measurements to determine the quality of savings.

Post installation energy use will be based, in part, on initial performance verification by the Contractor and the Organization that the proper equipment / systems were installed, are operating correctly, and have the potential to generate the potential savings. Verification methods may include visual inspections, spot or short-term metering, and engineering calculations.

The Contractor and Organization, at defined intervals during the term of the contract, will verify that the installed equipment / systems have been properly maintained, continue to operate correctly, and continue to have the potential to generate the predicted savings.

- Provide operations, maintenance, repairs and training for contractor-installed equipment for the term of the agreement. At a minimum, training is required at or just prior to acceptance and just prior to the end of the contract term. Contractor, at its sole expense, shall be responsible for periodic inspections, tests, adjustments, and repairs required to sustain and/or restore energy systems to as-designed performance and performance requirements of the contract. Contractor shall provide operations and maintenance training and manuals for the Organization staff. The Contractor may also propose to provide repairs and maintenance for organization-owned energy equipment.

*USER NOTE: The following text applies to projects financed through internal financing, through a 3<sup>rd</sup> party lease-agreement or if the Organization is requesting that the Contractor provide financing for the project.*

- Insure that the project provides a net positive cash flow and meets the investment criteria set by Organization.

*USER NOTE: Include the following text if a third party has an agreement with you to provide support services for energy savings performance contracting projects (e.g., an engineering firm to evaluate submittals) and is to be reimbursed by the Contractor. Modify text as needed to correspond to your agreement with the third party.*

- “- The proposer to whom the contract is awarded shall pay support service fees to **{insert name of the organization which has an agreement with the Organization to provide support services for this performance contract}** to defray administrative costs of support services for performance contracting. The Contractor shall pay a project development fee equal to \_\_\_ percent (\_\_\_%) of the project construction cost within 30 days after the substantial completion date.”

## 1.6. RFP Procedures

*USER NOTE: Some Organizations allow proposers to communicate with Contracting Officers via e-mail and dedicated web-sites. This process may be used in relationship to Sections 1.6.2., Examination of Request for Proposals (RFP) and Contract Forms; 1.6.3., Notice of Intent to Propose; 1.6.4., Questions Regarding the RFP and the Procurement Process; 1.6.8., Modification of Proposals; 1.6.9., Withdrawal of Proposals; and 1.6.11., Amendments to RFP. If your Organization intends to use e-mail and the Internet in relationship to your procurement efforts for this project, clearly state how communication will be accepted, date-stamped and validated.*

### 1.6.1. Description of the Procurement Process

*USER NOTE: This section defines and briefly describes the steps of the procurement process. There will be elements of this procurement process that will be unique to your Organization but are not unique to energy savings performance contracting RFPs. Include these elements and modify this section as needed to match your proposed procurement process.*

It is anticipated that the process for the procurement of these energy services may proceed in three stages.

#### Submission of Written Proposals

The Organization, through its designated representatives will review and evaluate the written responses to this Request for Proposals (RFP) in accordance with the evaluation criteria identified in Section 4 of this RFP. The Organization will select no more than **{insert number}** Contractors to proceed to the competitive oral interview stage of the procurement process.

#### Interview

Each of the **{insert number}** Contractors will participate in a detailed oral interview to more fully discuss how their approach to this project satisfies the evaluation criteria set forth in Section 4 of this RFP. A more complete description of the interview format and logistical arrangements will be mailed to the **{insert number}** finalists.

#### Selection of Contractor and Contract Negotiation

The Organization will select the best qualified Contractor to conduct a complete technical analysis of the facility and propose energy improvements, the timetable for completing engineering and construction work, a detailed description of services to be provided, specific financing arrangements and terms, and an estimate of energy savings, as well as special conditions offered by the Contractor. The Organization intends to negotiate a final contract that includes a minimum savings guarantee.

Selection may be made without further discussion or negotiation of proposals received; therefore, proposals should be submitted on the most favorable terms that can be submitted in response to this RFP. The Organization, however, reserves the right to negotiate with any of the proposers on any aspect of this RFP prior to making an award.

#### 1.6.2. Examination of Request for Proposals (RFP) and Contract Forms

Any interested party who discovers any ambiguity, conflict, discrepancy, omission or other error in the Request for Proposal shall notify the Contracting Officer in writing on or before [date].

Modifications or clarification will be made in accordance with paragraph 1.6.11, without divulging the source of the request.

If any proposer fails to notify the Organization prior to the date and time fixed for submission of proposals of an error in the RFP known to him, he shall submit the proposal at his own risk; and if he is selected by the Organization, he shall not be entitled to additional compensation or time by reason of the error or its later correction. The Organization may also modify the RFP prior to the date and time fixed for submission of proposals by issuance of an addendum to all parties who have received the RFP, or may issue addenda after negotiations have begun to all proposers whose proposals remain under consideration. All addenda will be numbered consecutively beginning with the number “1.” It shall be the responsibility of the proposer to assure all addenda have been received at all times prior to the opening date and time.

The proposer shall examine carefully the Request for Proposals and contract forms. By submitting a proposal, the proposer certifies an understanding as to the conditions to be encountered, as to the character, quality and quantities of work to be performed, and labor, material, and equipment to be furnished, and as to the requirements of the contract. No additional compensation will be granted because of the lack of knowledge or misunderstanding of all the requirements of the work to be accomplished.

#### 1.6.3. Notice of Intent to Propose

*USER NOTE: Include this section if you require that potential proposers submit a notice of intent to propose on this project. Note that this section states that submitting a notice of intent to propose is required in order for proposers to participate in the pre-proposal conference and the procurement process. Modify this text as required to reflect your Organization’s notice of intent requirements, including when the notice of intent is due (before the pre-proposal conference, at conference, or another later date, etc.) and whether the notice of intent is required to participate in the pre-proposal conference.*

In order to participate in this procurement activity, each potential proposer must complete and submit a Form O-1, “Notice of Intent to Propose,” to the address and by the date listed in Section 1.1. of this RFP. A copy of Form O-1 is included in Appendix B of this RFP. Only those potential proposers who submit this form will be pre-qualified and allowed to attend the pre-proposal conference and, consequently, to submit a proposal responding to this RFP.

#### 1.6.4. Questions Regarding the RFP and the Procurement Process

*USER NOTE: The following text specifies how proposer questions and requests for clarifications and amendments to the RFP are handled. This section should clearly state your Organization’s procedures in this regard. It is best that this process is straightforward, easy to track, and easy to enforce. Modify and change this section as needed to meet the needs of your Organization and the project procurement process.*

Questions regarding this RFP must be submitted in writing using Form O-2, “Proposer Question Form.” A copy of Form O-2 is located in Appendix B of this RFP. Questions must be received by the dates specified in the schedule of events. Written inquiries must be clearly marked “Performance Contracting for **{insert project name}**” and identified as “RFP No. **{insert RFP number}**.” All inquiries must refer to the page and applicable RFP section to which the question relates.

Proposers are encouraged to submit their questions regarding this RFP as soon as possible. Copies of the written inquiries and their answers will be distributed to all proposers who have submitted “Notice of Intent to Propose” forms. The Organization reserves the right to decline to answer specific questions. Responses to questions, in either written or oral form, will not be deemed to amend the RFP unless and until the response is included in a formal amendment to the RFP.

Verbal communication will be offered as a matter of clarification; however, such communication will not be binding on the Organization and shall in no way excuse the proposer of obligations as set forth in this RFP.

#### 1.6.5. Pre-Proposal Conference and Site Visit

*USER NOTE: The purpose of the pre-proposal conference is to provide additional information and answer proposer questions. Two main factors should be considered when modifying the following sections to meet your Organization's needs: whether a “Notice of Intent to Propose” form is required in order for proposers to attend the pre-proposal conference and whether attendance is mandatory*

Attendance at the pre-proposal conference **{is/is not}** required in order to submit a proposal. Only pre-qualified proposers (those who have submitted “Notice of Intent to Propose” forms by the deadline specified in the schedule of events) may attend the pre-proposal conference, and they must attend or be represented to retain their qualified status.

The pre-proposal conference will be held on **{insert date}** at **{insert time}** at **{insert place}**. The pre-proposal conference will provide proposers the opportunity to receive answers to written questions, submitted prior to or at the pre-proposal conference, about the overall project, RFP procedures, and Organization requirements. Attendance at this meeting will be limited to **{insert number}** representatives from each company. Proposers should bring a copy of this RFP to the conference. A limited number of floor plans, available as-builts and other pertinent specifications and documentation will be available for use at the conference. Copies of this information may be purchased by contacting the Contracting Officer. Those attending the conference will be given an opportunity to walk through **{insert number}** representative facilities.

The Organization will arrange for minutes to be taken at the conference and a copy to be distributed to each proposer. Proposer identity will not be disclosed in the minutes of the conference nor will questions be attributed to proposers in written replies to questions.

If a proposer wishes to pose a question involving proprietary material in such a way that the above rule cannot be followed, then the matter should be discussed with the Contracting Officer to see if a way can be found to pose and answer the question so that the rules can be followed. If this is not possible, the question will not be acceptable or answered.

The Organization will not be liable for any costs incurred by any proposer in connection with preparation for or attendance at the proposer conference.

A tour of the site and facility will be conducted for all pre-proposer conference attendees after the conference. This tour will provide an overview of the site and facility and will include brief inspections of any facilities requested by the attendees. If discrepancies exist between site conditions and the information contained in Appendix A, the information in Appendix A will prevail for the purpose of contractor selection.

#### 1.6.6. Preparation of Proposals

The proposer's offer shall be submitted in the format described in Section 2 of this RFP. All information required in the proposal shall be filled in, in accordance with the instructions therein.

#### 1.6.7. Cost of Proposal Preparation

Costs for developing proposals are solely the responsibility of the proposers, whether or not any award results from this solicitation. The Organization will not be liable for any costs incurred by a proposer in the preparation of a proposal in response to this RFP or any cost incurred by a proposer in any activity relative to this procurement, including any costs associated with any oral presentations to the Organization.

#### 1.6.8. Modifications of Proposals

Any proposal may be modified by written request of the proposer provided such request is received by the Organization at any time before opening of the proposals and at the address as stipulated in Section 1.1. of this RFP. Modifications received after the due time and date will not be allowed.

#### 1.6.9. Withdrawal of Proposals

Any proposer may withdraw its proposal, by written or FAX notice, at any time before opening of the proposals, provided that such notification is received before **{insert date and time of proposal due date}** and at the address as stipulated in Section 1.1 of this RFP.

#### 1.6.10. Period of Irrevocability

A proposal submitted to the Organization in response to this RFP must be irrevocable by the proposer for a period of ninety (90) days from the RFP closing date.

#### 1.6.11. Amendments to RFP

If for any reason, the Organization finds it necessary to amend this RFP, then the amendment will be made in writing and sent by certified mail with return receipt requested to all qualified proposers. Amendments will be clearly marked as such and will be serially numbered. The Organization will mail a notification of all amendment numbers issued to all qualified proposers **{insert time period}** before the RFP closing date by certified mail with return receipt requested. Failure of any qualified proposer to receive an amendment or the notification of all amendment

numbers shall not relieve such proposer from any obligation under this RFP or obligate the Organization in any way. All amendments so issued shall become part of this Request for Proposal. No one is authorized to amend this RFP by oral communication. No one other than the Contracting Officer has the authority to amend this RFP.

#### 1.6.12. Disposition of Proposals

All proposals shall become the property of the Organization and will be returned only at the Organization's option and the proposer's expense. In any event, one copy of each proposal will be retained for the institution's official files.

#### 1.6.13. Right to Reject

This RFP does not commit the Organization to award a contract to or pay costs incurred in preparation of a proposal in response to this request. The Organization reserves the right to reject any and all proposals, to waive any informalities in any proposal received in response to this RFP, and to re-solicit proposals in the event that no proposal is acceptable. The Organization also reserves the right to cancel any Request for Proposals before the contract is awarded on behalf of the Organization.

#### 1.6.14. Disqualification of Proposers

*USER NOTE: List any Organization-specific and procurement-specific causes sufficient for disqualification of proposers. An example list is given here.*

Any one or more of the following causes shall be considered as sufficient for the disqualification of a proposer:

- Evidence of collusion among proposers.
- Lack of responsibility, including, but not limited to, amounts due to clients on existing contracts, existing or previous contracts in litigation, or defaults on a previous contract.
- Delivery of proposals after the deadline.
- Failure to follow directions and instructions in the RFP.
- Placing conditions, limitations, or restrictions on the proposal.





### 3. Proposal Requirements and Instructions

#### SECTION OUTLINE

- 2. Proposal Requirements and Instructions
  - 2.1. General Instructions and Proposal Outline (Section A of Proposal)
    - 2.1.1. Submission Requirements
    - 2.1.2. Information Required in Proposals and Instructions for Packaging
    - 2.1.3. Proposal Outline
    - 2.1.4. Certification of Independent Price Determination
    - 2.1.5. Proprietary Data
    - 2.1.6. Proposer Acceptance of Sample Agreement
    - 2.1.7. Proposer Signature Block
    - 2.1.8. Standardized Forms and Electronic Submissions
  - 2.2. Proposer and Team Identification, Qualifications and References (Section B of Proposal)
    - 2.2.1. *Proposer Identification and Information*
    - 2.2.2. *Project Team Identification*
    - 2.2.3. *Identification of Key Personnel*
    - 2.2.4. *Financial and Legal Information*
    - 2.2.5. *Trade References and Working Relationships with Products, Manufacturers and Utilities*
    - 2.2.6. *Project References*
    - 2.2.7. Sample Investment Grade Audit Report and Sample Measurement and Verification Plan
  - 2.3. Technical Approach (Section C of Proposal)
    - 2.3.1. Project Summary and Plan
    - 2.3.2. Facility Impact
    - 2.3.3. Measurement and Verification Plan
    - 2.3.4. Training
    - 2.3.5. Operation and Maintenance
  - 2.4. Management Approach (Section D of Proposal)
    - 2.4.1. Responsibility and Management Approach
    - 2.4.2. Resources
    - 2.4.3. Project Schedule
  - 2.5. Financial Approach and Guarantees (Section E of Proposal)
    - 2.5.1. Pricing Approach
      - Cost for Detailed Investment Grade Energy Study
      - Proposed Measure Costs
    - 2.5.2. Energy and Cost Savings
    - 2.5.3. Guarantees

*USER NOTE: Include Section 2.5.4. only if the Organization is requesting that the Contractor finance or arrange financing for the project. Note that internal financing and 3<sup>rd</sup> party financing may be less expensive.*

“2.5.4. Financing Approach”

- 2.1. General Instructions and Proposal Outline (Section A of Proposal)

*USER NOTE: Section 2.1. corresponds to Section A of the Proposal Outline and Section 3.3.1 of the Evaluation Criteria.*

#### 2.1.1. Submission Requirements

*USER NOTE: If you are requiring only one copy each of the Sample Investment Grade Energy Study Report, the Sample Measurement and Verification Plan, and the financial submittals, include the following sentence after the 1<sup>st</sup> sentence of the 1<sup>st</sup> paragraph:*

*“Attach one copy each of your Sample Investment Grade Energy Study Report, Sample Measurement and Verification Plan, and financial submittals to the original copy of your proposal.”*

Proposers should submit an original and **{insert number}** copies of their proposal, one copy to be clearly marked as ORIGINAL and the others as COPY \_\_ OF **{insert number}** COPIES, the original to be signed by a person with the authority to commit the proposer. The outer container for the proposal must be clearly marked “PERFORMANCE CONTRACTING FOR **{insert name of project}**, RFP NO. **{insert RFP number}**.”

Proposals received prior to the due date will be held unopened; late proposals will be rejected. Proposals that do not comply with these requirements will not be considered. The official time shall be that recorded in the time stamp clock of the **{insert office name or location of time stamp}**. No proposal will be accepted after the specified time. All these conditions apply regardless of whether a proposal is mailed or hand delivered.

#### 2.1.2. Information Required in Proposals and Instructions for Packaging

*USER NOTE: If desired, specify font, font size and spacing required for proposals.*

Proposals must provide the information described in the following sections. Proposers must address each item in the order in which it appears in the proposal outline (Section 2.1.3) and note the appropriate section heading being addressed at the top of the respective page. Major sections of the proposal should be identified by “tabs.” In addition to sections corresponding to the major sections, proposers may attach other exhibits as the final section of the proposal. All items listed in the proposal outline shall be completed and submitted. All pages shall be numbered and the page numbers corresponding to each section specified on Form A-2, Signature Form. The proposer is expected to respond to all items in as much detail as necessary for the Organization, its representatives, and consultants to make a fair evaluation of the proposer and the proposal for ranking. Proposers should respond directly to the points raised as concisely as possible. If an item does not apply to your firm or submittal, so indicate with the symbol “N/A” (not applicable). Failure to provide requested information may be grounds for a proposal to be disqualified from consideration. Attach additional pages as needed (8-1/2” x 11” paper) and clearly indicate to which item number the information corresponds.

Unnecessarily elaborate or bulky proposals are discouraged. The Organization prefers proposals that are complete and thorough but which are also concise and limited to relevant material. Any proposal determined to be materially unresponsive as to proposal content or form may be eliminated from further consideration.

#### 2.1.3. Proposal Outline

USER NOTE: The following proposal outline is based on the structure of the proposal requirement section of the RFP and should be modified as changes are made to the structure. Required proposal forms are specified where applicable. Modify the references to the forms if the forms are modified or if other forms are used.

USER NOTE: The project cost and economic performance forms referenced throughout the proposal outline are located in Appendix B of this Model RFP and are based on the University of Hawaii, Hilo's Energy Savings Performance Contract RFP. These forms specify the format for proposers to use in building up the price of each measure and in summarizing project costs, savings, financing costs and guarantees. Another source for cost and economic performance forms is LBNL's "Excel Workbook-Based Project Information and Financial Feasibility Package," which can be obtained from the following web-site: <http://velo.lbl.gov>. Modify your RFP accordingly if other than the forms in Appendix B of this RFP are to be used in your RFP.

All proposals must follow the following outline:

- A. Proposal Agreement Forms
  - Proposal Cover Sheet
  - Proposer Acceptance of Sample Agreement
  - Certificate of Independent Price Determination
  - Form A-1
  - Proposal Signature Block
  - Form A-2
- B. Proposer and Team Identification, Qualifications, and References
  - B.1. Proposer Identification and Information
    - Form B-1
    - General statement of the proposer's energy conservation and management qualifications
  - B.2. Project Team Identification
    - Form B-2
  - B.3. Identification of Key Personnel
    - Form B-3(s)
    - List of professional and skilled trades
    - List of resumes in proposal Appendix B-1
  - B.4. Financial Information
    - Form B-4
    - Responses to financial and legal questions
    - List of financial submittals in proposal Appendix B-2
  - B.4. Trade References
    - Form B-5
  - B.5. Project References
    - Key to project references
    - Form B-6(s) and project summaries
    - Form B-7(s)
- C. Technical Approach

- C.1. Project Summary and Plan  
Form C-1
  - C.2. Facility Impact
  - C.3. Baseline, Measurement and Verification, and Commissioning
  - C.4. Training
  - C.5. Operations and Maintenance
  - C. Management Approach
    - D.1. Responsibility and Management Approach
    - D.2. Resources
    - D.3. Project Schedule
  - E. Financial Approach and Guarantees
    - E.1. Pricing Approach
      - Cost for Detailed Investment Grade Energy Study  
Form E-1
      - Proposed Measure Costs  
Form E-2
      - Form E-3(s)
      - Form E-4
      - Form E-5
      - Responses to Pricing Approach Questions
    - E.2. Energy and Cost Savings
      - Responses to Energy and Cost Savings Questions
    - E.3. Guarantees
      - Responses to Guarantees Questions
- USER NOTE: Include the following Section E.4 if Contractor financing is requested:*
- “E.4. Financing Approach
    - Responses to Financing Approach Questions”

- APP. A-1 Additional proposed terms and conditions.
- APP. B-1 Resumes
- APP. B-2 Financial submittals
- APP. B-3 Sample Investment Grade Energy Study Report
- APP. B-4 Sample Measurement and Verification Plan

*USER NOTE: Include the following text if Contractor financing is requested:*  
“APP. E-1 Letter of financing commitment”

#### 2.1.4. Certification of Independent Price Determination

*USER NOTE: This section references an example of a form required in RFPs issued in one state. Review procurement requirements applicable to your Organization and incorporate required forms, if any, in a manner similar to that used in 2.1.4. (Section 2.1.4 may be deleted where not required.)*

Certify that the prices in your proposal have been arrived at independently. Complete and submit Form A-1, “Certificate of Independent Price Determination,” and include with your proposal.

#### 2.1.5. Proprietary Data

*USER NOTE: The following “proprietary data” section defines how proposers should identify proprietary data in their proposals.*

The Organization prefers that the proposal not contain proprietary information unless it is directly pertinent to the proposal. In the event any proprietary information is submitted, it must be specifically identified. The Organization agrees to exercise its best efforts to avoid release of proprietary data. Nevertheless, neither the Organization, its employees, nor its consultants shall be liable in any way in the event such information is released. Furthermore, limitation shall not be imposed on the use of any information and data previously delivered to the Organization without limitations or published in any form as to be generally available.

In order that the Organization may be in a position to use its best efforts in avoiding release of restricted or proprietary information, or data which the proposer desires to be so safeguarded, the proposer shall specifically identify each page, including each line or paragraph thereof, which contains data to be protected. Proposals that clearly violate the spirit of this section relating to proprietary data (for example, by declaring their entire proposal to be proprietary) may be rejected as non-responsive. The cover sheet of the proposal must be marked with the “NOTICE” set forth below. It is the responsibility of the proposer to make reference to this “NOTICE” on each page of the submitted proposal to which the “NOTICE” applies.

#### NOTICE

The data contained on page(s) \_\_\_\_ of this proposal have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if a contract or purchase order is awarded to this proposal as a result of or in connection with the submission of this proposal, the Organization shall have the right to use or disclose the data herein to the extent provided in the contract or purchase order. The restriction does not limit the Organization’s right to use or disclose data obtained without restriction from any source, including the proposer.

In the event that the proposal contains identified proprietary data, the following section will be included in any resulting contract:

“Section \_\_\_\_ RIGHTS TO PROPOSAL DATA (This section is intended to apply only to technical data and not to other data such as privileged or confidential commercial or financial information.)

*Except for technical data contained in pages \_\_\_\_ of the Contractor’s proposal dated \_\_\_\_ which are asserted by the Contractor as being proprietary data, it is agreed that as a condition of the award of this contract, and notwithstanding the provisions of any notice appearing on the proposal, the Organization shall have the right to use, duplicate, and disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this contract is based.”*

#### 2.1.6. Proposer Acceptance of Sample Agreement

*USER NOTE: The “Model Agreement for Guaranteed Energy Savings,” included as part of this model procurement document package, contains standard terms and conditions relating to the*

*energy savings performance contracting. Review these terms and conditions in relationship to your Organization and project requirements. Modify, add, or delete as needed. Include your sample “Agreement for Guaranteed Energy Savings” in Appendix C of your RFP.*

A sample “Agreement for Guaranteed Energy Savings” relating to the proposed energy savings performance contract is located in Appendix C of this RFP. The proposer should indicate his/her acceptance in principle of the contract terms and conditions. List separately any proposed exceptions, changes, or additions to the terms and conditions. Proposed exceptions, changes, or additions will not be used as an evaluation criterion unless the proposed exception or change conflicts with a requirement of this RFP.

#### 2.1.7. Proposal Signature Block

Complete and provide an original signature on Form A-2, “Proposal Signature Block,” and include with your proposal.

#### 2.1.8. Standardized Forms and Electronic Submissions

*USER NOTE: If you are requiring proposers to submit cost data, financial data or other parts of their proposal in electronic format, specify format and requirements at the end of the next paragraph.*

This RFP includes a set of standardized forms to be used in the development of proposals. Paper copies of the forms are available in Appendix B of this RFP. These forms are also available electronically {**insert correct delivery method: “on the diskette enclosed with this RFP,” “available by e-mailing \_\_\_\_\_,” “available at the following Internet address: \_\_\_\_\_,” etc.**}. To complete these forms, follow the instructions provided in this RFP and on the forms themselves.

#### 2.2. Proposer and Team Identification, Qualifications, and References (Section B of Proposal)

USER NOTE: The information requested in Section 2.2. is the same as that requested of proposers in the “Model RFQ for Guaranteed Energy Savings.” If you have used the Model RFQ in your two-step procurement process and want proposers to update their information, include the following paragraph here:

“Please review the “proposer and team identification, qualifications and references” information that you provided in your previously submitted qualifications submittal which responded to the RFQ portion of this procurement. Document any modifications or changes to that information, using the outline, format and forms referenced in this section.

USER NOTE: If you have used the Model RFQ in your two-step procurement process and want proposers to submit revised forms, this section stands as is.

*USER NOTE: This section corresponds to Section B of the Proposal Outline and Section 3.3.2. of the Evaluation Criteria.*

##### 2.2.1. Proposer Identification and Information

All proposers shall provide, using Form B-1 (Proposer Information), information regarding their firm. Using additional 8-1/2" x 11" paper, provide a general statement of the proposer and project team qualifications and experience relating to the following energy efficiency project areas:

- Energy performance contracting,
- Project management and quality control,
- Engineering and design,
- Construction and system commissioning,
- Baseline development and performance measurement and verification,
- Operation and maintenance, and
- facility staff training.

Describe prior experience working with the specific subcontractors identified for this project. Describe prior performance contracting experience. Highlight any experiences with buildings and technologies similar to those in this project.

#### 2.2.2. Project Team Identification

USER NOTE: For “general approach” RFPs:

- Replace “*the contract*” with “*possible energy-efficiency projects*” in the 2nd sentence of the next paragraph.
- Replace “*the project*” with “*for possible projects*” in the 2<sup>nd</sup> sentence of the next paragraph.

All proposers shall use Form B-2 (Project Team Information) to identify each of the project team organizations (prime contractor and sub-contractor) and their roles in the performance of the contract. Identify the firm(s) performing consulting, architectural, engineering, construction, financial and contract security services for the project. Necessary information to be provided includes firm name and scope of work.

#### 2.2.3. Identification of Key Personnel

All proposers shall identify, using a separate Form B-3 (Key Personnel and Responsibilities) for each proposed contractor and subcontractor, key personnel and their responsibilities in relationship to the proposed project. Key personnel include those responsible for project management, energy studies, engineering design, financing, construction, supervision, maintenance and operations, and training. Clearly identify who will have the primary responsibility for the technical analysis, design and management of the project. Provide name, address, contractor’s license number and classification code, telephone number, and facsimile number for each firm.

On additional 8-1/2" x 11" paper, list all professional and skilled trades that your firm customarily performs with your own employees. Specify the percentage of work you customarily perform with your own employees.

Include resumes of all key personnel in Appendix B-1 of your proposal. Provide a list of the people for whom resumes are provided. The resumes should describe the qualifications and experience of the key personnel proposed for the project; including the number of years of experience with energy-related design and construction, number of years with the firm,

supervisory experience, educational background, and professional licenses held, including state of origin. Provide a list of all energy-efficiency construction projects each individual has been associated with during the last five (5) years, including project type and cost. Experience in facilities and institutions similar to those involved in the proposed project should be highlighted as well as experience with the specific technologies anticipated for the proposed project.

#### 2.2.4. Financial and Legal Information

*USER NOTE: Review and modify the following financial information requests in relationship to your Organization and the proposed project's requirements.*

Note: Financial information submitted to the Organization shall be kept confidential and shall not be considered as a public record. Financial information shall not be released without the express written consent of the proposer. Failure to submit the required financial information may result in one's proposal being considered non-responsive.

All proposers shall complete Form B-4 (Financial Information). On additional 8-1/2" x 11" paper, provide written answers and documentation in relationship to the following questions:

- State whether your firm (or predecessors, if any) or any principal of the firm has been insolvent or declared bankrupt within the past 5 years.
- Attach a description of any financial default, modification of terms and conditions of financing to avoid default, or legal actions taken or pending against the proposer and its principals.
- List all legal or administrative proceedings pending, and those concluded, adverse to your firm within the last five years that relate to procurement or performance of any public or private construction contracts.
- Certify that your firm or any principal of the firm is not currently under suspension or debarment by any state or the federal government. If your company is currently under suspension or debarment your proposal may not be accepted or considered. Submit one copy of the following information in Appendix B-2 of the original copy of your proposal. Provide a list of the documents.
- *Submit two years of audited fiscal year-end financial statements for the proposer. If the latest fiscal year-end financial statement is over nine months old, submit current interim balance sheets, income statements, and cashflow statements.*
- If applicable, submit current (less than three months old) financial statements(s) and file copy of tax return(s) of any personal guarantor(s).
- If the firm's financial statements are not the sole source of credit support for potential projects under this RFP, please supply pertinent additional information such as a letter of credit or financing agreement.

#### 2.2.5. Trade References and Working Relationships with Products, Manufacturers and Utilities

Complete Form B-5 to provide a list of trade references for energy-efficiency and related construction projects (firms with which your firm has had regular business dealings) Also list, on Form B-5, any affiliations your firm has with specific products, manufacturers, or utilities.

#### 2.2.6. Project References



Copy and complete Forms B-6 and B-7 to describe and provide information regarding each of the **{insert number}** energy performance contracting construction projects completed recently by your firm or project team. Additional information should be submitted on 8-1/2" x 11" paper.

Provide information on projects which best demonstrate the technical, financial, and project management capabilities of your firm and that are most relevant to the Organization's facilities. If your firm has completed less than **{insert number}** energy performance contracting construction projects, you may substitute information on other completed construction projects that are most relevant. If this response is submitted by a branch office or division of a parent company, please provide project experience for the specific branch or division; highlight projects that have been managed by the individuals who will be specifically assigned to this project.

#### 2.2.7. Sample Investment Grade Energy Study and Sample Measurement and Verification Plan

*USER NOTE: The information requested in Section 2.2.7. can be used to evaluate the proposer's performance on a specific energy efficiency project. Requiring multiple copies of this information may significantly increase the cost of proposal preparation for the proposer and the effort required by the Organization to review the proposal. Costs may be reduced by requiring only a single copy of Appendix B-3 be attached to the proposal original. If requiring only a single copy, insert the following sentence after the 2<sup>nd</sup> sentence of the 1<sup>st</sup> paragraph:*

*"Submit one copy of these documents with the original copy of your proposal."*

Provide, as Appendix B-3 of your proposal, a copy of the report for a detailed investment grade energy study that your firm completed for one of the facilities listed in the project experience section. Provide, as Appendix B-4 of your proposal, a copy of the measurement and verification (M&V) plan for the same project for which you are providing an investment grade energy study report. The sample M&V plan shall be in accordance with concepts and definitions provided in the International Performance Measurement and Verification Protocol (IPMVP).

By its submission, the proposer attests that the sample investment grade energy study report, and measurement and verification plan is representative of the comprehensiveness, technological sophistication, formulas, calculations, detail, and related coordination with the client it proposes to use under this scope of work. The Organization reserves the right to make the submitted investment grade energy study report, and measurement and verification plan a part of the contract by reference as a standard of practice.

#### 2.3. Technical Approach (Section C of Proposal)

*USER NOTE: This section corresponds to Section C of the Proposal Outline and Section 3.3.3. of the Evaluation Criteria.*

##### 2.3.1. Project Summary and Plan

*USER NOTE: For "general approach" RFPs:*

- *Delete the first paragraph.*
- *Replace "this project" with "energy efficiency projects" in the 1<sup>st</sup> sentence of the 2<sup>nd</sup> paragraph.*
- *Replace "will have" with "would typically have" in the 3<sup>rd</sup> paragraph.*

- *Delete paragraphs 4, 5 and 6, starting with “Using Form C-1,” “Using additional paper,” and Address the reliability.”*

Provide a narrative overview of your firm’s understanding of the project’s requirements and the unique needs of the Organization’s facilities. Discuss any existing building conditions, systems, operations schedules and constraints that are of importance to the proposed project. Identify proposed improvements to be made to the facility based on the information contained in Appendix A, “Facility Data and Information.” If discrepancies exist between site conditions and the information contained in Appendix A, the information in Appendix A will prevail for the purpose of Contractor selection.

Describe your team’s proposed approach to this project in each of the following areas:

- Evaluating and selecting efficiency measures;
- Designing and specifying efficiency measures;
- Construction and project implementation,
- Commissioning,
- Measurement and Verification,
- Operations, Maintenance, and Repairs; and
- Training.

For each of these areas, indicate at what points the Organization will have an opportunity to review and approve Contractor submittals.

Using Form C-1, provide a list and summary description of each of the energy conservation measures proposed, including any equipment modifications, installations or replacements at the facility your company would consider implementing as part of this project. Use the same assigned measure I.D. numbers and titles throughout your proposal. Note that the proposed energy conservation measures are subject to change based on the detailed Investment Grade Energy Study, to be performed as part of this project, but should indicate the proposer’s best estimate.

Using additional paper), provide a detailed description of each energy conservation measure listed by the proposer in Form C-1. Each detailed description page must have the measure I.D. number and title at the top of the page. Subjects which shall be addressed include, but are not limited to:

- equipment sizing considerations;
- integration of proposed equipment with existing systems;
- specific commissioning methods;
- appropriate measurement and verification (M&V) methods;
- maintenance requirements;
- local maintenance and repair support available;
- special operating requirements;
- the lead time required to procure the item; and

- any other information that may assist the Organization in judging the technical aspects of the proposed project.

Address the reliability of the proposed measures based on the proposer's experience or on other substantiations. Where a subject in the above list does not apply to a given measure or project, provide the subject title with "N/A" following it.

### 2.3.2. Facility Impact

USER NOTE: For "general approach" RFPs:

- *Replace "this project" with "energy efficiency projects" in the 1<sup>st</sup> sentence of the 1<sup>st</sup> paragraph.*

Describe your firm's proposed approach to minimize the impact to the facility during installation. Describe your plan for responding to emergency situations, including response time, and provisions to ensure safety during construction and operating periods of this project.

### 2.3.3. Measurement and Verification Plan

USER NOTE: For "general approach" RFPs:

- *Replace "proposed" with "general" in the 1<sup>st</sup> sentence of the 1<sup>st</sup> paragraph.*
- *Replace "this project" with "energy-efficiency projects" in the 1<sup>st</sup> sentence of the 1<sup>st</sup> paragraph.*
- *Replace "proposed" with "general" in the 1<sup>st</sup> sentence of the 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> bullets.*

Describe your firm's proposed approach in developing a measurement and verification (M&V) plan for this project. The proposed M&V plan shall be in accordance with concepts and definitions provided in the International Performance Measurement and Verification Protocol (IPMVP). The following issues shall be discussed:

- How energy loads which constitute the baseline will be identified.
- How the following types of existing energy loads will be addressed in the M&V plan:
  - Constant - having little or no variation in energy usage.
  - Predictable - Variation in energy usage varies in a way that can be explained by identifying a cause (driver) and the driver can be measured. Examples of predictable loads include weather-driven energy usage (heating, cooling) and occupancy-driven energy usage (lights).
  - Random - The variation of energy usage follows no discernable or predictable pattern.
- The proposed approach to define the performance of each measure and how that performance will be measured during the baseline period, and in the post installation period.
- The proposed approach to define the relevant operating variables that drive energy usage and the related plan for distributing responsibility for operation between the Contractor and Organization for the term of the contract.
- The proposed approach to verify, at defined intervals during the term of the contract, that the installed equipment and systems have been properly maintained, continue to operate correctly, and continue to have the potential to generate the predicted savings.
- For each of the three types of existing energy loads (constant, predictable and random):

- The M&V Option to be applied
- Why that Option was selected
- Measured quantities to be used in the adjusted baseline.
- Measured quantities to be used to determine post-installation energy use.
- Stipulated quantities that will affect energy savings calculations.
- The identification of operating and savings assumption parameters having the highest sensitivities (greatest possible variation which will affect related energy savings)
- The identification of relevant energy use drivers and the documentation of how the drivers will be used to adjust the baseline and calculate savings.
- The proposed approach to develop an electronic Site Data Package (SDP) that contains all of the relevant technical and financial information that can be used to verify energy and costs savings quantities.

#### 2.3.4. Training

*USER NOTE: For “general approach” RFPs:*

- Replace “proposed” with “general” in the 1<sup>st</sup> sentence.
- Replace “this project” with “energy-efficiency projects” in the 1<sup>st</sup> sentence.

Describe your firm’s proposed approach to provide technical training for facility personnel on this project. Training should include the operation, maintenance, repairs and inspections to be performed by the Organization during the term of the contract. Training should also include operation, maintenance, repair and inspection to be performed by the Organization after the end of the contract term.

#### 2.3.5. Operation and Maintenance

*USER NOTE: For “general approach” RFPs:*

- Replace “proposed” with “general” in the 1<sup>st</sup> sentence of the 1<sup>st</sup> paragraph.
- Replace “this project” with “energy-efficiency projects” in the 1<sup>st</sup> sentence of the 1<sup>st</sup> paragraph.
- Replace the 2<sup>nd</sup> and 3<sup>rd</sup> sentences of the 1<sup>st</sup> paragraph with “Please provide examples of ways in which your firm is willing to share operations, maintenance, and repair responsibilities with the Organization.”

Describe your firm’s proposed approach to provide facility operations, maintenance, and repair services on this project. The operations, maintenance, and repair responsibilities of the proposed Contractor and those of the Organization should be explicitly stated. Provide a plan for achieving a smooth transition of equipment operation and/or maintenance at the end of the contract term.

Explain how maintenance and operation will be documented. Describe the availability of replacement parts, manpower and corporate technical support for this project. Present information on the company’s availability to complete repairs within the time requirements specified in Section 2. Explain procedures to maintain building operation and safety if a problem should develop.

## 2.4. Management Approach (Section D of Proposal)

*USER NOTE: This section corresponds to Section D of the Proposal Outline and Section 3.3.4. of the Evaluation Criteria.*

### 2.4.1. Responsibility and Management Approach

*USER NOTE: For “general approach” RFPs:*

- *Replace “proposed project” with “energy-efficiency projects” in the 1<sup>st</sup> sentence of the 1<sup>st</sup> paragraph.*

Describe your proposed organizational and management structures and procedures in relationship to the performance of the proposed project, including:

- The assignment of responsibility for all project tasks and phases to the specific individuals specified in Forms B-2 and B-3(s), including authority to commit resources and make decisions.
- Proposed subcontracting plan, including selection of subcontractors, providing quality control, and providing oversight of subcontractor work.
- The bookkeeping and record keeping strategies proposed for this project. Identify and list any utility accounting and tracking software proposed. Attach a sample project invoice and any other sample billing and reporting documents which are proposed for this project.
- Plan to provide effective management procedures and quality assurance, including controls used in adhering to project milestones, reporting requirements, and budgeting.
- Contingency plan to perform in the absence of primary and key personnel.

### 2.4.2. Resources

Describe your firm’s availability and adequacy of resources, services, equipment and qualified personnel needed to accomplish the scope of work and to complete the project on schedule and lien free.

### 2.4.3. Project Schedule

*USER NOTE: For “general approach” RFPs:*

- *Insert “a sample of your firm’s typical” before “schedule” in the 1<sup>st</sup> sentence of the 1<sup>st</sup> paragraph.*
- *Replace “the project” with “a typical energy-efficiency project” in the 1<sup>st</sup> sentence of the 1<sup>st</sup> paragraph.*
- *Delete “for this project” from the 1<sup>st</sup> sentence of the 2<sup>nd</sup> paragraph.*
- *Replace “who is” with “who would typically be” in the 2<sup>nd</sup> sentence of the 2<sup>nd</sup> paragraph.*
- *Insert “typically” between “Organization” and “has the” in the 1<sup>st</sup> sentence of the 3<sup>rd</sup> paragraph.*
- *Insert “usually” between “times are” and “allowed” in the 2<sup>nd</sup> sentence of the 3<sup>rd</sup> paragraph.*
- *Replace “will be” with “would typically be” in the 1<sup>st</sup> sentence of the 4<sup>th</sup> paragraph.*

*USER NOTE: Modify the following schedule outline to suit the scope of work for your project. For example, if the Organization is providing financing, delete “Financing secured.”*

Provide a schedule of the major steps in development and implementation of the project. Include, at minimum, the following milestones:

- Completion of the investment grade energy study,
- Completion of design and pre-construction activities,
- Financing secured,
- Completion of construction, and
- Completion of commissioning and training.

Provide any other relevant schedule information for this project. Describe who is responsible for maintaining the schedule, how it will be maintained and tracked, and what actions will be taken to correct for delays in the schedule.

Indicate at what points the Organization has the opportunity to review and approve project direction and status. Indicate what response times are allowed for any required approvals from the Organization.

## 2.5. Financial Approach and Guarantees (Section E of Proposal)

*USER NOTE: This section corresponds to Section E of the Proposal Outline and Section 3.3.5. of the Evaluation Criteria.*

*USER NOTE: The financial data forms used in this Model RFP are based on the University of Hawaii, Hilo Campus RFP. These forms specify the format for proposers to use in building up the price of each measure, and summarizing project costs, savings, financing and guarantees.*

### 2.5.1. Pricing Approach

#### Cost for Detailed Investment Grade Energy Study

The Organization reserves the right not to proceed after accepting the Contractor's Investment Grade Energy Study Report and/or if no addendum to the agreement is negotiated. If this is the case, the Organization will pay the Contractor a fixed price for compensation for the Energy Study Report. The proposer shall complete Form E-1 by inserting their fixed fee for the preparation of the Investment Grade Energy Study Report. The completed Form E-1 must be submitted as part of the proposal package.

#### Proposed Measure Costs

*USER NOTE: For “general purpose” RFPs:*

- Delete the 1<sup>st</sup> and 2<sup>nd</sup> paragraphs.

Using Forms E-2 (Price Formula Component), E-3 (Summary of Total Project Costs - All Proposed Measures) and E-4 (Summary of Proposed Energy Efficiency Measures – Costs and Savings), provide price estimates for each measure proposed. Use the same measure I.D.'s as

assigned in Form C-1. The requirements for the cost savings portions of Form E-4 are discussed in the “Energy and Cost Savings” section.

*USER NOTE: Include the following paragraph if the Contractor will finance the project.*

The Contractor shall offer to sell to the Organization the energy conservation measures undertaken at each anniversary of the contract. Indicate the annual buyout price for each year of the contract period in Form E-5.

### 2.5.2. Energy and Cost Savings

*USER NOTE: In order to compare the proposed energy savings of the proposals, provide set energy rates to be used by the proposers. Note that requesting project evaluations based on average \$/kWh and \$/Therm values will make it easier to compare different proposals, but may provide misleading information. When negotiating project agreements, realistic utility rate structures should be stipulated for performance measurement and verification. Actual rate structures can be provided in Appendix A, Facility Data and Information.*

*Using Form E-4, provide energy conservation performance estimates (units of consumption and dollar savings) for each measure proposed. Use Form E-5 to provide, for each year of the contract, estimated total energy and energy cost savings, which will be achieved from the proposed energy conservation measures. The performance estimates can be based either on information supplied in this RFP and/or on estimates substantiated by the proposer. The utility rates shown below will be used for the purpose of contractor selection only.*

|              |               |                                  |
|--------------|---------------|----------------------------------|
| Electricity: | Consumption   | <i>\${insert \$/kWh}</i>         |
|              | Demand Charge | <i>\${insert \$/kW}</i>          |
| Natural Gas: |               | <i>\${insert \$/Therm}</i>       |
| Propane:     |               | <i>\${insert \$/million BTU}</i> |
| Fuel Oil:    | Grade: _____  | <i>\${insert \$/gallon}</i>      |

### 2.5.3. Guarantees

USER NOTE: For “general approach” RFPs:

- Replace “detail” with “general” in the 1<sup>st</sup> sentence.
- Replace “proposes for this project” with “typically uses on energy-efficiency projects” in the 1<sup>st</sup> sentence.
- Replace “will” with “would typically” in the 2<sup>nd</sup> sentence.
- Replace “will” with “would typically” in the 2<sup>nd</sup> paragraph.
- Replace “applicable” with “that would be applicable” in the 3<sup>rd</sup> paragraph.

*Describe in detail the risk management strategies, including energy savings guarantees, which your firm proposes for this project. Present the proposer’s proposed guaranteed savings level for each year of the contract. Describe what will be done if the guarantee is not met, both in terms of guarantee payments to the Organization as well as actions to improve performance and increase savings.*

*USER NOTE: Include Section 2.5.4. only if the Organization is requesting that the Contractor finance the project. Note that internal financing and 3<sup>rd</sup> party financing may be less expensive.*

#### "2.5.4. Financing Approach

USER NOTE: Include the next paragraph if your Organization wants the Contractor to finance the project. Note that Organization-financing and 3<sup>rd</sup> party financing may be less expensive.

“Describe your firm’s general approach to financing of energy-efficiency projects. Briefly describe the types of financial arrangements used by your firm for past performance contracting projects. Please include a brief description of the source of funds and the potential dollar amounts currently available to your firm to finance these types of projects. Please indicate which representative interest rates may be available, financing terms and other variable economic factors associated with each method.”



#### 4. Evaluation Procedures and Selection Criteria

### SECTION OUTLINE

- 3. Evaluation Procedures and Selection Criteria
  - 3.1. Procedure for Proposal Evaluation and Contractor Selection
  - 3.2. Criteria Weighting
  - 3.3. Selection Criteria
    - 3.3.1. Presentation and Responsiveness to the RFP (Section A of Proposal)
    - 3.3.2. Qualifications, Experience and Resources (Section B of Proposal)
      - Qualifications
      - Experience
      - Financial Qualifications
      - References and Reputation
    - 3.3.3. Technical Approach (Section C of Proposal)
      - Project Summary and Plan
      - Facility Impact
      - Commissioning and Measurement and Verification
      - Training
      - Operation and Maintenance
    - 3.3.4. Management Approach (Section D of Proposal)
      - Responsibility and Management Approach
      - Resources
      - Schedule
    - 3.3.5. Financial Approach and Guarantees (Section E of Proposal)
      - Pricing Approach
      - Energy and Cost Savings

*USER NOTE: Include “Financing Approach” only for projects in which the contractor finances or arranges financing for the project.*

“- Financing Approach”

*USER NOTE: For “general approach” RFPs:*

- Delete “Guarantees”

- Guarantees

#### 3.1. Procedure for Proposal Evaluation and Contractor Selection

An award will be made to the proposer whom the organization determines can best accomplish the necessary work to satisfy the requirements set forth in the RFP, in a manner most advantageous to the organization. The evaluation may be based solely on the proposals. Therefore, insufficient or unclear information may result in a low evaluation. The proposals will be subject to the evaluation criteria outlined in Section 3.3, weighted by the factors given in Section 3.2.

The procedure for proposal evaluation will be as follows:

- The organization will review the information and proposal submitted by each proposer. A committee will evaluate all proposals.
- After evaluating proposals, the committee may require additional written information from, or conduct discussions with proposers in order to promote understanding of the organization’s requirements, understanding of the proposers’ offers, and to facilitate arriving at a contract that will be most advantageous to the organization, taking into consideration the evaluation factors set forth in the RFP. Any costs associated with discussions or provisions of additional information will be borne by the proposer. Proposals may be accepted and evaluated without such discussion.
- Before conducting discussions, a “priority list” will be generated by the evaluation committee. If numerous acceptable and potentially acceptable proposals have been submitted, the evaluation committee may rank the proposals and limit the priority list to proposers who submitted the highest-ranked proposals. Discussions will be limited to the “priority-listed proposers.” The contents of any proposal will not be disclosed so as to be available to competing proposers during the discussion and negotiation process.
- The evaluation committee will recommend a contract award that will be the most advantageous to the organization, taking into consideration the evaluation factors set forth in the RFP.
- Upon approval by the organization’s ruling body, a letter of intent will be sent to the selected contractor. The selected firm and those representing the organization will then seek to negotiate a satisfactory contract within {insert number} days. If the parties fail to agree upon terms of a contract within the {insert number} day period, the organization reserves the right to terminate all negotiations and either select one of the other finalists or issue a new RFP.

### 3.2. Criteria Weighting

*USER NOTE: The criteria weighting can be adjusted for the needs of the project and the organization.*

Proposals will be evaluated according to the following criteria weighting, which are described in Section 3.3.:

|  |     |
|--|-----|
| Presentation and Responsiveness to the RFP | 5%  |
| Qualifications, Experience and Resources   | 20% |
| Technical Approach                         | 30% |
| Management Plan                            | 10% |
| Financial Approach and Guarantees          | 35% |

### 3.3. Selection Criteria

*USER NOTE: The criteria factors listed below apply to both general (no specific project in mind) and specific project approaches. As such, there will be a number of factors that may or may not address your project- and organization-specific needs. Review the criteria factors listed below; deleting, adding or modifying any sub-factors or sections to meet your project and*

*organizations specific needs. Work towards creating a tight list of evaluation factors, which the evaluation team can use to accurately evaluate the proposals.*

The proposals will be evaluated based on the criteria described in the following sections.

#### 3.3.1. Presentation and Responsiveness to the RFP (Section A of Proposal)

*USER NOTE: This section corresponds to Section A of the Proposal Outline and Section 3.1. of the Proposal Requirements.*

- Overall quality, completeness, and clarity of proposal and written submittals, including adherence to outline and format requirements,
- Quality of oral presentations and interview (if any), including responsiveness to Organization questions and concerns.

#### 3.3.2. Qualifications, Experience and Resources (Section B of Proposal)

*USER NOTE: This section corresponds to Section B of the Proposal Outline and Section 3.2. of the Proposal Requirements.*

The Organization will evaluate the proposer's qualifications, education, experience, ability, reputation and references in relationship to the Scope of Work described in Section 1.6.

##### Qualifications

- The qualifications, education, and experience of the personnel (prime and subcontractor), including design professionals, proposed for this project, in relationship to the proposed project.

##### Experience

- The project team's experience in similar projects and facilities,

##### Financial Qualifications

- Financial soundness of the proposer , as shown in submitted financial information

*USER NOTE: For projects in which the proposer will provide or arrange project financing, add the following two text bullets.*

- Soundness and credibility of financing plan, and experience in using proposed financing source on previous projects,
- Demonstrated ability to provide or arrange project financing.”

##### References and Reputation

- The quality of the proposer's references, and
- Reliability of equipment performance of contractor's past retrofit projects, including energy-savings performance relative to projections, and
- Experience developing and implementing measurement and verification (M&V) plans appropriate to the size and complexity of the project.

### 3.3.3. Technical Approach (Section C of the Proposal)

*USER NOTE: This section corresponds to Section C of the Proposal Outline and Section 3.3. of the Proposal Requirements.*

#### Project Summary and Plan

- Demonstrated understanding of the Scope of Work and the opportunities and potential problems presented by the proposed project;
- Responsiveness to the specific goals (and any specific equipment-related goals) identified in the RFP;
- Employment of technologies that have been successfully implemented before by the proposer and for which local maintenance, repair and training support are readily available.

#### Facility Impact

- Procedures for minimizing facility disruption and resolving unexpected problems or emergencies during construction and the operational period,

#### Commissioning and Measurement and Verification

- Clear demonstration of the quality of the energy savings measurement methodology, including the method to establish baseline usage, measure and verify energy usage, and adjust the baseline for weather and facility use changes,
- Ease of implementing proposed energy baseline methodology and method for calculating energy and energy cost savings, and
- Proposed commissioning plan and acceptance tests.

#### Training

- Training plan that demonstrates understanding of organization personnel needs and the project conditions.

#### Operation and Maintenance

*USER NOTE: For “general approach” RFPs:*

*Replace the four bullets below with these two bullets:*

- Appropriateness of general operations and maintenance approach to provide assurance of effective project performance and provide local responsive maintenance support.
- Flexibility of general operations and maintenance approach to meet organization site-specific project operations and maintenance needs.”
- Clear delineation of organization and contractor participation in, and responsibility for, equipment operation.
- Availability and location of qualified technicians, spare parts and other resources to support maintenance and repair of contractor-installed measures.
- Emergency repair procedures and ability to meet time requirements specified in the RFP, and predicted response time of proposer to calls for repairs.

- Plan for achieving smooth transition of equipment operation and/or maintenance at end of contract term.

#### 3.3.4. Management Approach

*USER NOTE: This section corresponds to Section D of the Proposal Outline and Section 3.4. of the Proposal Requirements.*

##### Responsibility and Management Approach

- Acceptance of standard terms and conditions.
- Clear assignment of responsibility and authority for all project tasks and phases to specific individuals.
- Clearly stated and adequate provisions for contingency plans to perform in the absence of primary personnel.
- Provisions to allow for facility staff input to design, equipment selection, operation, and maintenance on an ongoing basis.
- Adequacy of overall management system to successfully perform under the contract, including how cost and technical performance status is determined, assessed, and reported through contract completion.

##### Resources

- Availability and adequacy of resources , services, equipment and qualified personnel needed to accomplish scope of work and to complete the project on schedule.

##### Schedule

- Reasonableness of project implementation schedule.

#### 3.3.5. Financial Approach and Guarantees (Section E of Proposal)

*USER NOTE: This section corresponds to Section E of the Proposal Outline and Section 3.5. of the Proposal Requirements.*

*USER NOTE: The sub-factors listed for the financial approach and guarantees are generally geared toward a “specific” type of project. The financial-related sub-factors listed under the qualifications, experience, and resources criteria section can be used to evaluate a “general approach” type of project. For “general approach” projects, some of the sub-factors in this financial approach and guarantees section can also be modified as needed to supplement those found in the “qualifications, experience, and resources section.”*

##### Pricing Approach

- The proposed fee for the energy study in the event the organization elects not to proceed.

*USER NOTE: For “general approach” RFPs:*

- *Delete the next two bullets and their sub-bullets.*
- Clarity and reasonableness of the proposed measure costs and price structure and proposed methods to document and report costs.

*USER NOTE: Include the following bullet only for projects in which the contractor finances or arranges financing for the project.*

- Termination, Buyout, and Contract Renewal:
  - Termination and buyout provisions.
  - Reasonableness of buyout price schedule.
  - Contract renewal options.

#### Energy and Cost Savings

- Contractor's ability to assure best value and maximize long term financial and other benefits to the organization.
- Quality and clarity of the financial savings calculations methodology.

*USER NOTE: For "general approach" RFPs:*

- *Delete the next three bullets.*
- The gross energy savings over the agreement term.
- Potential net economic benefit to the organization over the life of the measures as evidenced in sample material and calculations.
- Value of extended services.

*USER NOTE: Delete the following "Financing Approach" for projects in which the contractor is not responsible for financing or arranging financing for the project.*

#### Financing Approach

- Source(s) and quality of financing.

*USER NOTE: For "general approach" RFPs:*

- *Delete the next three bullets.*
- Sample financing arrangement proposed for this project.
- Proof that at least one financial organization has reviewed the proposer's proposal and has a strong interest in financing any future project issued to the offeror.
- Competitiveness of financing costs, financing procurement, and incremental finance charges (margin above Treasury Bill rate).

*USER NOTE: For "general approach" RFPs:*

- *Delete the "Guarantees" section.*

#### Guarantees

- Energy Savings and Financial Performance:
  - Level of guaranteed savings.

- Terms of the guarantee of the project's energy savings and/or financial performance.
- Marginal savings incentives. Savings incentives that can result in additional cost savings to the organization will be favorably reviewed.
- Performance Guarantees:
  - Penalties for failure to meet agreed upon schedule, bonus for early completion.





## Appendix A - Facility Data and Information

*USER NOTE: The Facility Data and Information section defines the existing conditions at a facility and allows proposers an overview of potential energy savings opportunities. The section outline provides a list of information types and framework to work within when assembling your facility data and information for this RFP. Gather together any existing facility plans and specifications; building conditions, operations, maintenance and repair history; energy studies; improvement ideas; memos and any other information that relates to your proposed project.*

*There is no one BEST way to organize data for all buildings or all projects. Put together any information you have which may be useful to the proposers when developing their proposals. At minimum, put together your facility and project information into a package. At maximum, this information can be consolidated by using the “Standard Data Package (SDP)” worksheets that have been developed for the Federal Energy Management Program's (FEMP) Super Energy Savings Performance Contracts. The FEMP Standard Data Package (SDP) format was developed to standardize the process of assembling, collecting, managing and analyzing data for use in procurement efforts, based on standard industry definitions and procedures. These worksheets are available at <http://www.eren.doe.gov/femp/financing/southtools.html>.*

*Much of the information listed in the outline may not be readily available for your project. The most important information items to provide are underlined in the outline below. Proposers are particularly interested in a history of utility and fuel bills for the last two or three years, a general description of the facility's characteristics, use, and operating schedules, a list of buildings with floor areas, and a list of known energy efficiency opportunities.*

*In order to minimize the Organization's duplication costs, thick plan sets and lengthy energy studies may be made available for viewing or for purchase through the organization. If that is the case, note availability and cost for copies of this information.*

*Look at the information you are presenting in this section from the eye of the proposer to determine whether you have provided enough information for them to develop a realistic approach and proposal.*

### SECTION OUTLINE

- A. Facility Data and Information
  - A.1. Disclaimer
  - A.2. Facility: General Information
    - A.1.1. Facility and Mission
    - A.1.2. Location
    - A.1.3. Climate Conditions
    - A.1.4. General Site Areas
    - A.1.5. Physical Plants
      - Electrical Distribution
      - Water Distribution
      - Chilled Water Production and Distribution
      - Heating Systems and Distribution
      - Compressed Air System and Distribution
    - A.1.6. Energy Consumption

- A.1.7. Standards of Service and Comfort
- A.2. Facility: Energy Conservation Measures
- A.3. Buildings: Characteristics, Consumption Data, and Operating Schedules
- A.4. Systems: Characteristics, Specifications and Details
- A.5. Utility Rate Structure, Electric Distribution and Metering, and Facility Consumption Data
- A.6. Facility, Buildings, and Systems: References, Schematics, and Related Drawings

#### A.1. Disclaimer

The documents, data and information contained in this Facility Data and Information section and any other related information provided the proposer or contractor only represent the best record available as to the data they present. The organization disclaims any responsibility for the accuracy or sufficiency of any drawings or documents included as part of this RFP for any purpose whatsoever. The proposer agrees in accepting these drawings and documents that the organization assumes no liability for any information contained in them. (5,6,m)

*USER NOTE: Section headings are given below. Modify the remainder of this section as needed to accommodate your facility data and information.*

#### A.2. Facility: General Information

**{insert information}**

##### A.1.1. Facility and Mission

**{insert information}**

##### A.1.2. Location

**{insert information}**

##### A.1.3. Climate Conditions

**{insert information}**

##### A.1.4. General Site Areas

**{insert information}**

##### A.1.5. Physical Plants

**{insert information}**

##### Electrical Distribution

**{insert information}**

Water Distribution

**{insert information}**

Chilled Water Production and Distribution

**{insert information}**

Heating Systems and Distribution

**{insert information}**

Compressed Air System and Distribution

**{insert information}**

A.1.6. Energy Consumption

**{insert information}**

A.1.7. Standards of Service and Comfort

**{insert information}**

A.2. Facility: Energy Conservation Measures

**{insert information}**

A.3. Buildings: Characteristics, Consumption Data, and Operating Schedules

**{insert information}**

A.4. Systems: Characteristics, Specifications and Details

**{insert information}**

A.5. Utility Rate Structure, Electric Distribution and Metering, and Facility Consumption Data

**{insert information}**

A.6. Facility, Buildings, and Systems: References, Schematics, and Related Drawings

**{insert information}**



## Appendix B - Proposal Forms

### B.1. Proposal Forms, Responses and Submittals

*USER NOTE: The “Form-Based Project Information and Financial Feasibility Package” (Forms C-1, E-2 through E-5) is based on the University of Hawaii’s RFP and allows build up of individual project mark-ups via a series of worksheets. These forms can be completed by hand or by computer.*

#### Proposal Development Stage Submittals

*The following table identifies the forms required during the proposal development stage.*

| Section | Submittals                                   |
|---------|--|
| N/A     | Form O-1: Letter of Intent to Respond to RFP |
| N/A     | Form O-2: Proposer Question Form             |

#### Proposal Components and Submittals

The following table identifies the forms, written responses and submittals required in proposals submitted under this RFP.

*USER NOTE: References are given to the two versions of Form E-5. Delete the reference to the form you are not using in your RFP.*

| Section | Submittals   |
|---------|--|
| A.      | Form A-1: Certificate of Independent Price Determination                                       |
|         | Form A-2: Signature Block  |
|         | Acceptance of Standard Terms and Conditions, Including Exceptions and Modifications Requested. |
|         | Additional Proposed Terms and Conditions (Appendix A-1)  |
| B.      | Form B-1: Proposer Information   |
|         | Statement of Proposer Qualifications   |
|         | Form B-2: Project Team Information   |
|         | Form B-3: Key Personnel and Responsibilities   |
|         | List of Resumes in Appendix B-1  |
|         | List of Professional and Skilled Trades  |
|         | Resumes (Appendix B-1)   |
|         | List of Financial Submittals in Appendix B-2   |
|         | Form B-4: Financial Information  |
|         | Responses to Financial and Legal Questions   |
|         | Financial Submittals (Appendix B-2)  |

|    |  |
|----|--|
|    | Form B-5: Trade References and Working Relationships with Products, Manufacturers and Utilities                                  |
|    | Key to Project References  |
|    | Form B-6: Prior Project Description  |
|    | Additional Information on Projects (Project Summaries)   |
|    | Form B-7: Client Authorization Letter  |
|    | Sample Investment Grade Energy Study Report (Appendix B-3)   |
|    | Sample Measurement and Verification Plan (Appendix B-4)  |
| C. | Form C-1: Energy Conservation Measures – Summary Sheet   |
|    | Measure Descriptions   |
|    | Facility Impact Description  |
|    | Baseline and Measurement and Verification Description  |
|    | Training Description   |
|    | Operations and Maintenance Description   |
| D. | Responsibility and Project Team Description  |
|    | Resource Adequacy Description  |
|    | Project Schedule and Description   |
| E. | Form E-1: Fixed Price for Detailed Energy Study  |
|    | Savings Approach Description   |
|    | Form E-2: Price Formula Components   |
|    | Form E-3: Summary of Total Project Costs – All Proposed Measures   |
|    | Form E-4: Summary of Proposed Energy Efficiency Measures – Costs and Savings   |
|    | Form E-5: Savings Guarantee, Contractor Payment, and Termination Value (Contractor-Financed Project)                             |
|    | Form E-5: Savings Guarantee (Internally-Financed or 3 <sup>rd</sup> Party-Financed Project – Financing Arranged by Organization) |
|    | Fees, Ownership and Service at end of Contract Term, and Rebates Description   |
|    | Savings Approach Description   |
|    | Financing Approach Description   |
|    | Letter of Financing Commitment (Appendix E-1)  |
|    | Risk Management Strategies Description   |

Form O-1  
Letter of Intent to Respond to RFP No. **{insert RFP number}**  
**{Insert name of project}**

Date: \_\_\_\_\_

**{insert contract administrator and address for organization}**

Reference: Request for Proposal No. **{insert RFP number}**  
**{insert name of project}**

Dear **{insert contract administrator's name}**

This is to notify you that it is our present intent to submit a proposal in response to the above-referenced RFP. The primary contact for our company is:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Our contractor's license number(s) and classification of license(s) are as follows:

License Number: \_\_\_\_\_  
Classification of License(s): \_\_\_\_\_

I certify that the information provided above is true and correct to the best of my knowledge.

Sincerely,

Signed: \_\_\_\_\_  
Name (typed): \_\_\_\_\_  
Title: \_\_\_\_\_

Form O-2  
Proposer Question Form

Question No. \_\_\_\_ (To be entered by the organization)

RFP NO. {insert RFP number}  
{insert name of project}

Name of Proposer Company:

\_\_\_\_\_

Name of Person Submitting Question:

\_\_\_\_\_

Date: \_\_\_\_\_

Question References:

APPENDIX \_\_\_\_\_

Section \_\_\_\_\_

Page \_\_\_\_\_

Question:



Form A-1: Certificate of Independent Price Determination

By submission of this proposal, each proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

The prices in this proposal have been arrived at independently, without any consultation, communication, or agreement, with any other proposer or competitor for the purpose of restricting competition, relating to (i) such prices, (ii) the intention to submit a proposal, or (iii) the methods or factors used to calculate the prices offered.

Unless otherwise required by law, the prices submitted in this proposal have not been knowingly disclosed by the proposer to any other proposer or competitor and will not knowingly be disclosed by the proposer to any other proposer or competitor prior to opening of proposals.

---

Name of Company

By

---

Signature

---

Title

---

Date

## Form A-2: Proposal Signature Block

Include the following text and an original signature in your proposal:

The undersigned represents and warrants that the information provided is true and complete and that the organization may consider the information as continuing to be true and correct until a written notice of a change is given to the organization by the undersigned. The undersigned agrees to provide any other information that the organization deems necessary to determine the qualifications of the applicant. The undersigned is authorized to make decisions and commit the firm to agreements and contracts.

Forms and information required in this submittal can be found as shown in the table below:

*USER NOTE: References are given to the two versions of Form E-5. Delete the reference to the form you are not using in your RFP.*

| Section | Submittals  | Page Numbers |
|---------|---|--------------|
| A.      | Form A-1: Certificate of Independent Price Determination  |              |
|         | Form A-2: Signature Block   |              |
|         | Acceptance of Standard Terms and Conditions, Including Exceptions and Modifications Requested.  |              |
|         | Additional Proposed Terms and Conditions (Appendix A-1)   |              |
| B.      | Form B-1: Proposer Information  |              |
|         | Statement of Proposer Qualifications  |              |
|         | Form B-2: Project Team Information  |              |
|         | Form B-3: Key Personnel and Responsibilities  |              |
|         | List of Resumes in Appendix B-1   |              |
|         | List of Professional and Skilled Trades   |              |
|         | Resumes (Appendix B-1)  |              |
|         | Form B-4: Financial Information   |              |
|         | List of Financial Submittals in Appendix B-2  |              |
|         | Answers to Financial and Legal Questions  |              |
|         | Financial Submittals (Appendix B-2)   |              |
|         | Form B-5: Trade References and Working Relationships with Products, Manufacturers and Utilities |              |
|         | Key to Project References   |              |
|         | Form B-6: Prior Project Description   |              |
|         | Additional Information on Projects (Project Summaries)  |              |

|    |  |  |
|----|--|--|
|    | Form B-7: Client Authorization Letter  |  |
|    | Sample Investment Grade Energy Study Report (Appendix B-3)   |  |
|    | Sample Measurement and Verification Plan (Appendix B-4)  |  |
| C. | Form C-1: Energy Conservation Measures – Summary Sheet   |  |
|    | Measure Descriptions   |  |
|    | Facility Impact Description  |  |
|    | Baseline and Measurement and Verification Description  |  |
|    | Training Description   |  |
|    | Operations and Maintenance Description   |  |
| D. | Responsibility and Project Team Description  |  |
|    | Resource Adequacy Description  |  |
|    | Project Schedule and Description   |  |
| E. | Form E-1: Fixed Price for Detailed Energy Study  |  |
|    | Savings Approach Description   |  |
|    | Form E-2: Price Formula Components   |  |
|    | Form E-3: Summary of Total Project Costs – All Proposed Measures   |  |
|    | Form E-4: Summary of Proposed Energy Efficiency Measures – Costs and Savings   |  |
|    | Form E-5: Savings Guarantee, Contractor Payment, and Termination Value (Contractor-Financed Project)                             |  |
|    | Form E-5: Savings Guarantee (Internally-Financed or 3 <sup>rd</sup> Party-Financed Project – Financing Arranged by Organization) |  |
|    | Fees, Ownership and Service at end of Contract Term, and Rebates Description   |  |
|    | Savings Approach Description   |  |
|    | Financing Approach Description   |  |
|    | Letter of Financing Commitment (Appendix E-1)  |  |
|    | Risk Management Strategies Description   |  |

\_\_\_\_\_  
Name of Company

By

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No: \_\_\_\_\_

Facsimile No: \_\_\_\_\_

E-Mail: \_\_\_\_\_

### Form B-1: Proposer Information

NOTE: All questions must be addressed by the proposer. Failure of the proposer to answer any question, or comply with any directive contained in this form may be used by the organization as grounds for ineligibility. If a question or directive does not pertain to your organization in any way, please indicate that fact with the symbol “N/A.”

*USER NOTE: If your organization is providing the proposal forms in electronic format to the proposers, include the following sentence:*

“For additional space for answers to any given question on this form, copy the question’s answer format and expand the number of entries as needed.”

*If your organization is not providing the proposal forms in electronic format to the proposers, include the following sentence:*

“For additional space for answers to any given question on this form, attach 8-1/2” x 11” sheets and indicate reference numbers to correspond with each question.”

Date prepared: \_\_\_\_\_

#### 2. Proposer Identification

Name of proposer: \_\_\_\_\_

Address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Phone number: \_\_\_\_\_

Facsimile number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Taxpayer I.D. number: \_\_\_\_\_

#### 2. Type of Firm: (check one)

☐ Corporation

☐ Partnership

☐ Sole Ownership

☐ Joint Venture (list venture partners in the next section)

☐ Branch Office of \_\_\_\_\_

☐ Division of \_\_\_\_\_

☐ Other \_\_\_\_\_

3. Is the firm incorporated? Yes \_\_\_\_\_ No \_\_\_\_\_

4. Federal Employer Identification Number: \_\_\_\_\_

5. How many years has the firm been in the energy-efficiency related business? \_\_\_\_ years
6. How many years has the firm been in business under its present business name? \_\_\_\_ years
7. Indicate all other names by which the firm has been known and the length of time known by each name:
- \_\_\_\_\_ years
- \_\_\_\_\_ years
8. Name of parent company (if applicable): \_\_\_\_\_
- Address: \_\_\_\_\_
- City, state, zip code: \_\_\_\_\_
9. List all of the proposer's **{Insert State Name}** Contractor's license number(s) and type(s):
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
10. List the names, titles, and contact information for two individuals authorized to represent the proposer and firm in regard to this RFP and any related contract negotiations:
- Contact #1:
- Name: \_\_\_\_\_
- Title: \_\_\_\_\_
- Phone Number: \_\_\_\_\_
- Facsimile Number: \_\_\_\_\_
- E-mail Address: \_\_\_\_\_
- Contact #2:
- Name: \_\_\_\_\_
- Title: \_\_\_\_\_
- Phone Number: \_\_\_\_\_
- Facsimile Number: \_\_\_\_\_
- E-mail Address: \_\_\_\_\_

11. List corporate officers and directors or individuals, partners, joint venture partners, or owners, using the following format. Expand number of entries or use additional 8-1/2" x 11" paper as necessary.

Name: \_\_\_\_\_  
Title / Function: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, state, zip code: \_\_\_\_\_  
Phone number: \_\_\_\_\_

Name: \_\_\_\_\_  
Title / Function: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, state, zip code: \_\_\_\_\_  
Phone number: \_\_\_\_\_

Name: \_\_\_\_\_  
Title / Function: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, state, zip code: \_\_\_\_\_  
Phone number: \_\_\_\_\_

12. List corporate shareholders holding 25% or more of the outstanding shares with name, mailing address, and telephone number.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, state, zip code: \_\_\_\_\_  
Phone number: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, zip code: \_\_\_\_\_  
Phone number: \_\_\_\_\_

*USER NOTE: If your organization requires asking for and considering Minority Business Enterprise status in their procurement activities, include your organization's version of the following two questions. (Change the numbering as needed)*

13. Is the firm a recognized Minority Business Enterprise?      Yes \_\_\_\_      No \_\_\_\_

14. If yes, please indicate the appropriate category:

|   |  |
|---|--|
| <input type="checkbox"/> American Indian  | <input type="checkbox"/> Spanish Surname |
| <input type="checkbox"/> Asian-American   | <input type="checkbox"/> Female-owned    |
| <input type="checkbox"/> African-American | <input type="checkbox"/> Other _____     |

15. Indicate what entity has certified that the firm is a Minority Business Enterprise. Provide documentation.

*USER NOTE: Include the following two questions if your organization's facilities are spread out over a wide geographic region. (Change the numbering as needed)*

16. List the areas within the (State/County/City/other public division) in which your company would consider providing services to organization facilities.

17. If your company is not located in (State/County/City/other public division), use additional 8-1/2" x 11" paper to discuss the mechanisms that will guarantee the local support service necessary for fulfilling an energy savings performance contract.



Prime Contractor: \_\_\_\_\_

Area(s) of Responsibilities: \_\_\_\_\_

---

| Name | Scope of Work |
|------|---------------|
|      |               |

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Form B-3: Key Personnel and Responsibilities

Complete a separate Form B-3 for each proposed contractor and subcontractor.

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Person for this project: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Personnel for this projects (persons who will have supervisory or other responsibility for the work to be performed):

| Name  | Title | Responsibility |
|-------|-------|----------------|
| _____ | _____ | _____          |
| _____ | _____ | _____          |
| _____ | _____ | _____          |
| _____ | _____ | _____          |
| _____ | _____ | _____          |
| _____ | _____ | _____          |
| _____ | _____ | _____          |
| _____ | _____ | _____          |
| _____ | _____ | _____          |
| _____ | _____ | _____          |
| _____ | _____ | _____          |
| _____ | _____ | _____          |
| _____ | _____ | _____          |
| _____ | _____ | _____          |
| _____ | _____ | _____          |

Number of years the firm has conducted business: \_\_\_\_\_

Contractor's License # \_\_\_\_\_ Classification Code: \_\_\_\_\_

#### Form B-4: Financial Information

Note: Financial information submitted to the organization shall be kept confidential and shall not be considered as a public record. Financial information shall not be released without the express written consent of the proposer. Failure to submit the required financial information may result in one's proposal being considered non-responsive.

*USER NOTE: If your organization is providing the proposal forms in electronic format to the proposers, include the following sentence:*

*“For additional space for answers to any given question on this form, copy the question's answer format and expand the number of entries as needed.”*

*If your organization is **not** providing the proposal forms in electronic format to the proposers, include the following sentence:*

*“If additional space for answers to any given question on this form, attach 8-1/2” x 11” sheets and indicate reference numbers to correspond with each question.”*

1. How many energy savings performance contracts have been implemented by the firm?  
(NOTE: If this response is submitted by a branch office or division of a parent company, indicate the number of projects that have been managed directly by the specific branch or division.)

\_\_\_\_\_ energy savings performance contracts

2. *Specify the longest individual (single ECM) and the longest combined (whole project) simple payback project term that your firm would consider implementing under a guaranteed savings approach.*

*Longest individual simple payment project term:* \_\_\_\_\_ years

*Longest combined simple payment project term:* \_\_\_\_\_ years

3. Indicate the smallest and largest contract values for a project your firm would consider for a guaranteed savings contract with an organization-owned facility.

Smallest contract value: \$ \_\_\_\_\_

Largest contract value: \$ \_\_\_\_\_

4. Fill in the blanks below to show the number of energy efficiency projects completed by the proposer's firm in the last five years:

*USER NOTE: Replace the blanks on the "Year" row with labels for the last five years (1997, etc.).*

|                            |       |       |       |       |       |
|----------------------------|-------|-------|-------|-------|-------|
| Year                       | _____ | _____ | _____ | _____ | _____ |
| <u>Contract Value:</u>     |       |       |       |       |       |
| Less than \$100,000        | _____ | _____ | _____ | _____ | _____ |
| \$100,000 to \$499,999     | _____ | _____ | _____ | _____ | _____ |
| \$500,000 to \$999,999     | _____ | _____ | _____ | _____ | _____ |
| \$1,000,000 to \$2,999,999 | _____ | _____ | _____ | _____ | _____ |
| More than \$3,000,000      | _____ | _____ | _____ | _____ | _____ |

5. For each year in the last five years, identify the largest capital investment for an energy performance contract in which your firm was involved.

*USER NOTE: If you want to be able to contact the organizations which contracted for the following largest capital investment energy performance contracts, add the following sentence and provide blanks for name of customer, contact person and phone number to the right of the \$ column:*

"Include name of customer, contact person and phone number."

|       |       |
|-------|-------|
| Year  | \$    |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

6. Please provide the following information regarding your firm's construction bonding and letter of credit capabilities.

Firm's total bonding capacity (\$): \_\_\_\_\_

Firm's bonding / Letter of Credit dollar limit per project (\$): \_\_\_\_\_

Firm's bonding / Letter of Credit time limit per project: \_\_\_\_\_

Name of present bonding agent or bank: \_\_\_\_\_

Contact person: \_\_\_\_\_

Phone number: \_\_\_\_\_

8. Has a bond / Letter of Credit been invoked or used against your present firm within the past five years?

\_\_\_ Yes      \_\_\_ No

If yes, supply particulars, including project name and owner's name: (Use additional space or additional 8-1/2" x 11" paper if needed)

8. Provide the name, address, and telephone number of the firm(s) that prepared the financial statements.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Phone number: \_\_\_\_\_

Form B-5: Trade References and  
Working Relationships with Products, Manufacturers and Utilities

*USER NOTE: If your organization is providing the proposal forms in electronic format to the proposers, include the following sentence:*

*“For additional space for answers to any given question on this form, copy the question’s answer format and expand the number of entries as needed.”*

*If your organization is not providing the proposal forms in electronic format to the proposers, include the following sentence:*

*“If additional space for answers to any given question on this form, attach 8-1/2” x 11” sheets and indicate reference numbers to correspond with each question. ”*

1. Using the following format, and additional 8-1/2” x 11” pages as needed, provide a list of trade references for energy-efficiency and related construction projects (firms with which your organization has had regular business dealings)

Name of trade reference: \_\_\_\_\_

Address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Phone number: \_\_\_\_\_

Name of trade reference: \_\_\_\_\_

Address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Phone number: \_\_\_\_\_

Name of trade reference: \_\_\_\_\_

Address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Phone number: \_\_\_\_\_

Name of trade reference: \_\_\_\_\_

Address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Phone number: \_\_\_\_\_

Name of trade reference: \_\_\_\_\_

Address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Phone number: \_\_\_\_\_

2. Please specify and describe any working relationships your firm has with any products, manufacturers or utility companies. If none, enter “N/A” in the blanks below. Use additional 8-1/2” x 11” pages as necessary.

| Product, Manufacturer or Utility Name | Type of Relationship |
|---------------------------------------|----------------------|
| _____                                 | _____                |
| _____                                 | _____                |
| _____                                 | _____                |
| _____                                 | _____                |
| _____                                 | _____                |
| _____                                 | _____                |
| _____                                 | _____                |

4. If your firm is a manufacturer or distributor of any products related to energy-efficiency and related construction projects (e.g., energy systems, energy controls, etc.), indicate what proportion of the energy savings performance contracts undertaken by your firm have utilized products manufactured or distributed by your firm.

### Form B-6: Prior Project Description

Copy and complete a Form B-6 for each relevant prior project. All questions must be addressed by the proposer. If a question or directive does not pertain to the given project, please indicate that fact with the symbol “N/A.”

*USER NOTE: If your organization is providing the proposal forms in electronic format to the proposers, include the following sentence:*

“For additional space for answers to any given question on this form, copy the question’s answer format and expand the number of entries as needed.”

*If your organization is not providing the proposal forms in electronic format to the proposers, include the following sentence:*

“For additional space for answers to any given question on this form, attach 8-1/2” x 11” sheets and indicate reference numbers to correspond with each question.”

24. Contractor: \_\_\_\_\_
25. Subcontractor(s): \_\_\_\_\_
26. Project name: \_\_\_\_\_
27. Building / facility: \_\_\_\_\_
28. Use of facility: \_\_\_\_\_
29. Number of buildings: \_\_\_\_\_
30. Total floor area (sq. ft): \_\_\_\_\_
31. Name of reference: \_\_\_\_\_
32. Telephone number: \_\_\_\_\_
33. Date of project installation: \_\_\_\_\_
34. Was the project completed within the original schedule? \_\_\_\_ Yes \_\_\_\_ No

*If not, explain why:*

35. Current status of project: \_\_\_\_\_
36. Type of contract (purchase, shared savings, lease, etc.): \_\_\_\_\_
37. Term of contract (years): \_\_\_\_\_
38. Type of financing: \_\_\_\_\_
39. Financing arranged by: \_\_\_\_\_



40. Specify any financial resources contributed by a third party, such as utility rebates and state building aid:

41. Describe any performance guarantees provided for this project:

42. Total contract amount: \_\_\_\_\_

43. Total capital project amount: \_\_\_\_\_

44. List the energy conservation measures and systems that were installed:

45. Provide energy consumption, savings and related cost data in the following table. Data should be given in the form of fuel units which appear in the utility bill. Do not provide savings data in terms of BTUs. Add additional rows for other fuel types or cost reporting data.

|           | Consumption<br>Before Project<br>Implementation | ===== Savings After Project Implementation ===== |            |                   |                   |                   |                   |
|-----------|---|--|------------|-------------------|-------------------|-------------------|-------------------|
|           |   | Projected  | Guaranteed | Actual<br>Year #1 | Actual<br>Year #2 | Actual<br>Year #3 | Actual<br>Year #4 |
| kWh       | _____   | _____  | _____      | _____             | _____             | _____             | _____             |
| kW demand | _____   | _____  | _____      | _____             | _____             | _____             | _____             |
| Therms    | _____   | _____  | _____      | _____             | _____             | _____             | _____             |
| Gallons   | _____   | _____  | _____      | _____             | _____             | _____             | _____             |
| Cost (\$) | _____   | _____  | _____      | _____             | _____             | _____             | _____             |

46. State the distribution of responsibility between team members by completing the following table. If the proposer was responsible for a given activity, put a checkmark in the “performed by proposer” blank corresponding to that activity. If a subcontractor was responsible for a given activity, write their name in the “performed by subcontractor” blank corresponding to that activity. If responsibilities were split, specify general responsibilities for each party.

| Activity                     | Performed by<br>Proposer<br>(checkmark) | Performed by<br>Subcontractor<br>(Subcontractor Name(s)) |
|------------------------------|---|--|
| Energy Study                 | _____                                   | _____  |
| Engineering Design           | _____                                   | _____  |
| Installation                 | _____                                   | _____  |
| Commissioning                | _____                                   | _____  |
| Financing                    | _____                                   | _____  |
| Measurement and Verification | _____                                   | _____  |
| Operations and Maintenance   | _____                                   | _____  |
| Training                     | _____                                   | _____  |
| Other _____                  | _____                                   | _____  |

Form B-7: Client Authorization Letter

The organization requires your permission to obtain information regarding your performance on the reference projects described using Form B-6. Please complete, sign and submit separate copies of the following “Client Authorization Letter” for each of your project references.

Client Authorization Letter

**{Proposer insert client’s contact person name and address}**

Dear **{proposer insert contact person’s name}**:

We are currently responding to the **{insert organization name}** RFP **{insert number}** for the procurement of energy savings services. They have requested references and performance information from organizations for whom we have performed energy savings services. In the event you are contacted for information on work we have performed for your organization, you are hereby authorized to respond to those inquiries.

We have identified Mr./Ms. \_\_\_\_\_ of your organization as the point of contact based on their knowledge concerning our work. Your cooperation is appreciated. Any questions may be directed to **{insert organization contact person and phone number}** or **{Proposer insert proposer contact person}** at the address below.

Sincerely,

**{Proposer insert proposer contact person, signature, firm name, address, phone number and e-mail address}**

Form B-8: Past Performance Evaluation Letter

*USER NOTE: The following form letter can be used as a cover letter for the past performance evaluation forms.*

**{insert organization contact name, address and phone number}**

**{insert date}**

**{insert reference name and address}**

Dear **{insert reference name}**

**{insert proposer name}** has submitted a proposal in response to our RFP **{insert number}** for the procurement of energy savings services. **{insert proposer name}** has identified your organization as an organization for whom they have performed energy services. We would like your assistance in providing us with an evaluation of this work. For simplicity, we have provided the enclosed question format. Please complete and return to us by **{insert date}** at the address listed above. If you have any questions regarding this request, please contact us at the phone number listed above.

Thank you,

**{insert organization contact person's name and signature}**

### Form B-9: Past Performance Evaluation Form

*USER NOTE: This form can be used to obtain feedback from your proposer's energy savings performance contracting clients. Review and modify as needed to fit the needs of your organization and procurement effort.*

*If evaluations from project references will be requested, include forms B-7, B-8, and B-9 in your RFP.*

Please rate the contractor as "Outstanding" (O), "Good" (G), "Adequate" (A), "Poor" (P), "Unacceptable" (U), or "Not Applicable" (N/A) in the following areas. Please give a short narrative as to why you chose the adjective you did, especially for those areas where the ratings are other than "adequate".

#### A. QUALITY OF PRODUCT OR SERVICES

1. Overall performance in design, implementation and maintaining energy conservation projects.

Rating \_\_\_\_ Comments:

2. Quality control, workmanship, and conformance to specifications.

Rating \_\_\_\_ Comments:

3. Content and accuracy of technical, business, cost and/or other reports.

Rating \_\_\_\_ Comments:

4. Compliance with contract terms and conditions.

Rating \_\_\_\_ Comments:

#### B. TIMELINESS OF PERFORMANCE

1. Development, implementation and adherence to work schedules.

Rating \_\_\_\_ Comments:

2. Timely completion of deliverables.

Rating \_\_\_\_ Comments:

3. Timeliness of technical, business, cost and/or other reports.

Rating \_\_\_\_ Comments:

#### C. COST CONTROL

1. Adherence to cost savings targets.

Rating \_\_\_\_ Comments:

2. Accurately estimated and managed project cost effectiveness.

Rating \_\_\_\_ Comments:

3. Price

If there was any change in the contractor payments or savings to your Organization that was the Contractor's fault, please explain the reasons why. Could it have been avoided?

Rating \_\_\_\_ Comments:

4. Were there any contract revisions that impacted the contract value adversely, and what were they due to?

Rating \_\_\_\_ Comments:

5. Change proposals submitted were reasonably priced and contained all appropriate supporting documentation.

Rating \_\_\_\_ Comments:

6. Total amount of contract value increases:

- |                                      |    |
|--------------------------------------|----|
| a. Changes made by your organization | \$ |
| b. Changes due to contractor         | \$ |
| c. Increases in contract scope       | \$ |
| d. Other causes (please explain)     | \$ |

#### D. BUSINESS PRACTICES

1. Please comment on the strong and weak points of the contractor's performance and management of the energy conservation project. (Use additional pages if necessary)

2. Contractor's skills in efficiently and effectively allocating and directing personnel and resources.

Rating \_\_\_\_ Comments:

3. Contractor's ability in developing and managing subcontracts and consulting agreements.

Rating \_\_\_\_ Comments:

4. Contractor's effective use of small/minority disadvantaged business subcontracting.

Rating \_\_\_\_ Comments:

5. Contractor's reasonable and cooperative behavior and flexibility, as well as their responsiveness to inquiries from your organization's technical and contract representatives.

Rating \_\_\_\_ Comments:

6. Contractor conducts project in businesslike manner and willingness to cooperate with organization personnel and other contractors.

Rating \_\_\_\_ Comments:

7. Ability to finance energy conservation projects.

Rating \_\_\_\_ Comments:

#### E. CUSTOMER SATISFACTION

1. Please comment on the overall satisfaction of your organization's technical monitors with contractor performance.

#### III. RESPONDENT INFORMATION

Please provide the following information.

- B. Name of evaluator(s):
- B. Position title:
- C. Organization name and mailing address:
- D. Telephone number:
- E. Facsimile number:
- F. Your role in the program/contract:
- G. Length of involvement in this program/contract:
- H. Date questionnaire completed:



Form C-1: Energy Conservation Measures - Summary Sheet

Itemize and describe the proposed energy conservation measures to be considered for installation in response to this RFP. Use the same measure I.D. numbers and titles throughout your proposal. Use additional 8-1/2" x 11" pages if necessary to adequately describe each measure.

| Measure I.D. | Title | Description |
|--------------|-------|-------------|
|--------------|-------|-------------|

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FORM E-1: Fixed Price for Detailed Energy Study

The following statement must be submitted as part the proposal package. Insert the Energy Study Report fee (payable based on the terms stated) in the blanks in the form.

If the Organization elects not to proceed after accepting the Contractor's Study Report, or if the organization and the contractor cannot agree on the contents or manner of incorporation of the Study Report within 90 days after its submission, then the Agreement shall terminate and the Organization shall pay Contractor the sum of \_\_\_\_\_ dollars (\$\_\_\_\_.\_\_\_\_) as compensation for the preparation of the Study Report, unless:

1. The Contractor's Study Report does not comply with the terms of the Agreement in any material respect,
2. The total energy savings set forth in the Study Report are less than 80% of the total energy savings proposed by the Contractor in its proposal, or
3. The net financial benefit set forth in the Study Report is less than 80% of the net financial benefit proposed by Contractor in its proposal.

In these events, the organization shall have no obligation to reimburse the contractor for the cost of preparing the Study Report and may use any information contained in the report or implement any of its recommendations with no cost or obligation to the contractor.

Form E-2: Price Formula Components  
(used to develop price estimates)

Design Services  \$  or  % of Measure Cost

Management Services  \$  or  % of Measure Cost  
(Construction and Project Management)

General Contractor Overhead and Profit

Overhead  % of Measure Cost

Profit  % of Measure Cost

Commissioning and Initial Training  \$  or  % of Measure Cost

Bond Fees  \$  or  % of Measure Cost

Miscellaneous Fees and Permits  \$  or  % of Measure Cost

State Taxes  \$  or  % of Measure Cost

Other Taxes  \$  or  % of Measure Cost

Term Financing Interest Rate  % of Principal  
(APR)

Financing Term  Years

Monitoring, Verification and Savings Guarantee  \$  or  % Energy Savings

Maintenance Services Overhead and Profit

Cost  \$  or  % of Measure Cost

Overhead  % of Measure Cost

Profit  % of Measure Cost

Form E-3: Summary of Total Project Costs - All Proposed Measures

The calculations in this form are based on the proposed estimated installed measure cost (materials and labor only) and the markups and fees specified in “Form E-2, Price Formula.” Use a column for each proposed energy conservation measure and use the same measure I.D. numbers as specified in “Form C-1: Proposed Energy Conservation Measures – Summary Sheet.” Use additional copies of this form as needed. Sum and provide the total costs of all of the proposed measures using the “Total Projects” column of this form. Do not double count costs for project-related fees and services. If a markup or fee cost does not pertain to a specific measure, insert “N/A” in the corresponding cell(s). Provide documentation for the cost of services included in the “Other” category. For each energy conservation measure, transfer the measure I.D., “A. Construction-Phase Costs,” “B. Service-Phase Costs,” “C. Financing Costs,” and “D. Total Project Costs” to “Form E-4: Summary of Proposed Energy Efficiency Measures – Costs and Savings.”

| Measure I.D. >>><br>(Use same Measure I.D. numbers as on Form C-1)                     |   |  |  |  |  |  |  | <b>Total<br/>Project</b> |
|--|---|--|--|--|--|--|--|--------------------------|
| A-1  | Installed Measure Cost (materials & labor) (specify)                      |  |  |  |  |  |  |                          |
| A-2  | Design Services (apply factors from Form E-2)                             |  |  |  |  |  |  |                          |
| A-3  | Management Services (“ “)   |  |  |  |  |  |  |                          |
| A-4  | General Contractor Overhead and Profit (“ “)                              |  |  |  |  |  |  |                          |
| A-5  | Initial M&V and Training (“ “)  |  |  |  |  |  |  |                          |
| A-6  | Bond Fees (“ “)   |  |  |  |  |  |  |                          |
| A-7  | Miscellaneous Fees and Permits (“ “)                                      |  |  |  |  |  |  |                          |
| A-8  | Other (specify and document)  |  |  |  |  |  |  |                          |
| A-9  | <b>Pre-Tax Subtotal</b> (add cells A-1 through A-8)                       |  |  |  |  |  |  |                          |
| A-10   | State Taxes (apply factors from Form E-2)                                 |  |  |  |  |  |  |                          |
| A-11   | Other Taxes (“ “)   |  |  |  |  |  |  |                          |
| <b>A. Construction-Phase Costs</b><br>(Add cells A-9 through A-11)                     |   |  |  |  |  |  |  |                          |
| B-1  | M&V and Savings Guarantee Cost<br>(apply factors from Form E-2)           |  |  |  |  |  |  |                          |
| B-2  | Maintenance Services Cost (specify)                                       |  |  |  |  |  |  |                          |
| B-3  | Maintenance Services Overhead and Profit<br>(apply factors from Form E-2) |  |  |  |  |  |  |                          |
| <b>B. Service-Phase Costs</b> (Add cells B-1 through B-3)                              |   |  |  |  |  |  |  |                          |
| <b>C. Financing Costs</b><br>(Calculate based on interest rate and term from Form E-2) |   |  |  |  |  |  |  |                          |
| <b>D. Total Project Costs</b> (Add A, B and C)   |   |  |  |  |  |  |  |                          |

*Transfer, from Form E-3, “A. Construction-Phase Costs,” “B. Service-Phase Costs,” “C. Financing Costs,” and “D. Total Project Costs” to the appropriate cells in this form. Use the same measure I.D. numbering as in “Form C-1: Energy Conservation Measures – Summary Sheet” and “Form E-3: Summary of Total Project Costs – All Proposed Measures.”*

[illegible]

*USER NOTE: Use this version of Form E-5 if the Organization is requesting the Contractor to finance the project or arrange financing.*

Form E-5: Savings Guarantee, Contractor Payment and Termination Value – Contractor-Financed Project

| Year  | Total Savings<br>(from Form<br>E-5)<br>(\$) | Guaranteed<br>Savings<br>(\$) | Contractor<br>Payment<br>(\$) | Termination<br>Value<br>(\$) |
|-------|---|-------------------------------|-------------------------------|------------------------------|
| 1     |   |                               |                               |                              |
| 2     |   |                               |                               |                              |
| 3     |   |                               |                               |                              |
| 4     |   |                               |                               |                              |
| 5     |   |                               |                               |                              |
| 6     |   |                               |                               |                              |
| 7     |   |                               |                               |                              |
| 8     |   |                               |                               |                              |
| 9     |   |                               |                               |                              |
| 10    |   |                               |                               |                              |
| Total |   |                               |                               |                              |

*USER NOTE: Use this version of Form E-5 if the Organization is arranging the project financing.*

Form E-5: Savings Guarantees – Internally-Financed or 3<sup>rd</sup> Party-Financed Project  
(Financing Arranged by the Organization)

| Year  | Total Savings<br>(from Form<br>E-5)<br>(\$) | Guaranteed<br>Savings<br>(\$) |
|-------|---|-------------------------------|
| 1     |   |                               |
| 2     |   |                               |
| 3     |   |                               |
| 4     |   |                               |
| 5     |   |                               |
| 6     |   |                               |
| 7     |   |                               |
| 8     |   |                               |
| 9     |   |                               |
| 10    |   |                               |
| Total |   |                               |

## Appendix C. Model Agreement for Guaranteed Energy Savings

AGREEMENT, entered into as of the date entered in Section \_\_\_\_\_, (the “Execution Date”) by and between \_\_\_\_\_ (“Contractor”) a \_\_\_\_\_ with a principal place of business at \_\_\_\_\_ and \_\_\_\_\_ (“Organization”) a \_\_\_\_\_ with a principal place of business at \_\_\_\_\_ (individually, a “Party” or collectively, the “Parties”).

*USER NOTE: The Basis section describes the motives and considerations underlying the agreement from the perspective of each of the parties and summarizes the structure of the project in general terms. Modify this section as needed to reflect the specific circumstances of your project.*

*It is not necessary to describe the contractor’s scope of work in detail in this section, since this is covered in later sections of the agreement. The Model Agreement is written to include all phases of an energy efficiency project (feasibility study, design, installation, commissioning, measurement and verification (M&V), operations, maintenance, repairs, and training). After the agreement is signed, the contractor performs a detailed “investment grade” energy study. The results of this study are used to negotiate the precise scope of work for the project. This scope of work is documented in the agreement by executing an amendment in the form of exhibits that incorporate the relevant findings of the energy study into the agreement. Once these exhibits are agreed on, the contractor proceeds to design, install, commission, measure and verify, operate, and maintain energy efficiency improvements.*

*Please pay particular attention to subsection 4, which describes the basis on which the project will be financed. The Model Agreement is written assuming the project will be financed by a separate lease agreement between the Organization and a Lessor, but may also be adapted to self-financing by the Organization (e.g. through available capital funds) or financing directly by the Contractor.*

### BASIS:

The basis for this Agreement is:

- 1) Organization owns or leases the premises known as \_\_\_\_\_ located at \_\_\_\_\_ (hereinafter called “the Facility”). Organization has solicited competitive proposals, evaluated Contractor’s response, and wishes to engage Contractor to assess, design, furnish, install, commission, operate, maintain, and measure and verify energy efficiency improvements to the Facility.
- 2) Contractor has made a preliminary assessment of the Facility and submitted a proposal to provide certain services and equipment. Contractor is willing to guarantee that the Organization will realize energy cost savings during each year of the term, calculated and adjusted according to the terms of Section 9 and Exhibit , equal or greater than the guaranteed amounts shown in Section 6.
- 3) The work to be performed at the Facility by Contractor (the “Project”) will be performed in three phases. The first phase will be a detailed feasibility study (“investment grade” energy study) performed by Contractor which will identify the Measures to be installed and other services, if any, to be provided by Contractor. Agreement on the Measures and services to be provided will be evidenced by a execution of a certification form and amendment of the Agreement with completed Exhibits 1 through 6. The second phase will be complete design,

installation, commissioning, and initial measurement and verification of the Measures. The third phase will be the operation, maintenance, and periodic measurement and verification of the Measures and guarantee of energy cost savings. The third phase will also include facility staff training in the operation, maintenance and repair of the installed Measures.

4) This Project will be financed by the Organization by means of a lease with a finance company to be selected by the Organization. Contractor will recommend at least three possible financing sources for Organization to choose from. The Organization may choose one of those sources recommended by Contractor or any other source, provided the terms of the financing are compatible with the terms of this Agreement. A copy of the lease agreement used will be attached to this Agreement in Exhibit 6.

Now, therefore, in consideration of these premises and the mutual promises herein expressed, Organization and Contractor agree as follows:

#### 1. Definitions

Agreement means this Agreement for Energy Savings Performance Contracting, including all appendices attached hereto and all amendments and supplements hereto that may be made from time to time.

Certificate of Project Acceptance means the written notice provided by the Organization to the Contractor pursuant to Section 6.5 certifying that the Organization accepts the Project as complete.

Commissioning Report shall have the meaning assigned to that term in Section 6.1.

Energy Study Fee shall have the meaning assigned to that term in Section 3.4.

Energy Study shall have the meaning assigned to that term in Section 3.1.

Execution Date means the date entered in Section 25 as the date this Agreement was executed by the Parties.

Facility means the buildings, systems, and other energy-consuming or -producing equipment included in the scope of this Agreement, as documented in Appendix A attached hereto.

Force Majeure shall have the meaning assigned to that term in Section 16.

Guaranteed Savings means the annual energy and other cost savings, calculated according to the method described in Exhibit 4, which Contractor guarantees will be realized by Organization as a result of the Project.

Measure(s) means one or more of the new devices or systems; or modifications of existing systems; or revised operations and maintenance procedures; furnished, installed, and/or implemented by the Contractor for the purpose of reducing energy use and achieving the Guaranteed Savings, as described in Exhibit 1.

Project Acceptance Date means the date on which Project Acceptance occurs, which shall be shown on the Certificate of Project Acceptance to be provided by Organization as set forth in Section 6.5.

Project Acceptance means, as set forth in this Agreement, the written certification by Organization that it has received the Contractor's notice that the Project is completed and warrantee that the completed Project will produce the Guaranteed Savings, and Organization accepts the Project installation as being complete.

Compensation Schedule shall have the meaning assigned to that term in Section 8.1.

Standards of Service and Comfort means the environmental conditions required to be maintained in accordance with Section 10.

Study Acceptance Form shall have the meaning assigned to that term in Section 3.3.

Study Report shall have the meaning assigned to that term in Section 3.1.



*USER NOTE: The Term is defined as the time from execution of the Agreement until Project Acceptance plus a fixed number of months or years after Project Acceptance. This structure is used to accommodate lease financing, in which payments normally begin upon Project Acceptance and continue for a fixed period after.*

*Some public agencies may be subject to a statutory limitation on the total term of the contract. Agencies subject to such limitations may want to obtain a legal opinion on whether the term limitation applies only to the period over which payments are made or to the entire contract. In the latter case, the period after Project Acceptance will need to be short enough to allow for the anticipated time required to complete the study, design, and installation.*

## 2. Term

2.1 The Term of this Agreement shall commence as of the Execution Date and shall continue for a period of \_\_ months after the Project Acceptance Date, unless sooner terminated under Section 19.

*USER NOTE: Section 3 addresses the first phase of the Project: the detailed feasibility study the Contractor performs to define the exact scope of work and related conditions, such as the measurement and verification procedures. An outline of the information that will be documented in the Study Report is attached in Appendix C. Review this outline to ensure it meets the needs of your project. If there are any specific improvements that you want to include in the Study, list them in Section 3.1.*

*Section 3 provides an “off ramp” for the Organization at the conclusion of the Energy Study. The Organization may elect to discontinue the project but must pay the Contractor for preparing the energy study unless savings or benefits shown in the study are significantly less than promised in the Contractor’s proposal. The percentages shown in Section 3.4 are arbitrary. Typical percentages are between 70 and 90 percent, with lower values being used for projects that are perceived as higher risk.*

*Note that the Organization may choose to proceed with a project even if it does not meet the criteria listed in Section 3.4. This section gives the Organization the option to terminate the Agreement, but not the obligation to do so.*

## 3. Energy Feasibility Study and Report

3.1 Energy Study. Contractor shall perform a detailed “investment grade” energy study (the “Study”) of the Facility at its sole expense. The Study shall identify all feasible energy conservation, load management, and renewable resource options for which benefits are expected to exceed costs over the Term. The Study shall also address the following options specifically identified by the Organization: ***{list any particular improvements desired by the Organization}***.

3.2 Submittals. The Contractor shall furnish a written report of its findings (the “Study Report”) including all of the information listed in Appendix C.

3.3 Review; Acceptance. The Organization shall review the Study Report and within 30 days either a) give notice accepting the Study Report, or b) request changes or clarifications to the Study Report. In the event the Organization requests changes or clarifications, the Parties shall negotiate such changes or clarifications and the Contractor shall modify the Study Report accordingly. Agreement on the content and form of the Study Report will be evidenced by the Parties executing a form (the “Study Report Acceptance Form”) attached in Appendix C and the accompanying Exhibits 1 through 6.

3.4 If the Organization elects not to proceed after accepting the Contractor’s Study Report, or if the Organization and Contractor cannot agree on the contents or manner of incorporation of the Study Report within 90 days after its submission, then this Agreement shall terminate and the Organization shall pay Contractor the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_.) as compensation for the preparation of the Study Report, unless:

1. The Contractor’s Study Report does not comply with the terms of this Agreement in any material respect,
2. The total energy savings set forth in the Study Report are less than 80% of the total energy savings proposed by Contractor in its proposal, or
3. The net financial benefit set forth in the Study Report is less than 80% of the net financial benefit proposed by Contractor in its proposal.

In these events, the Organization shall have no obligation to reimburse Contractor for the cost of preparing the Study Report and may use any information contained in the report or implement any of its recommendations with no cost or obligation to Contractor. Payment of the Energy Study Fee shall also entitle the Organization to use any information or implement any recommendations contained in the Study Report with no cost or obligation to Contractor.

*USER NOTE: Payment and performance bonds are normally required to ensure that the construction of the project is completed and all subcontractors and suppliers are paid. Review your organization's normal procedures and forms and modify section 3.5 as needed. Attach your bond forms in an Addendum and reference the addendum here.*

3.5 The Contractor shall furnish performance and payment bonds in the amount of 100% of the construction cost as shown in the Study Report, including all authorized changes and applicable tax in a form and with a surety or bonding company acceptable to the Organization.

*USER NOTE: Section 4 requires submittal of design documents for Organization approval before the Contractor proceeds with construction. If the Organization has specific requirements for design procedures or documents, these should be listed in Section 4 (e.g. requirement for design documents to be submitted in electronic format compatible with particular CAD software, paper size, etc.). Also, any unusual design considerations (e.g. Historic Landmark status or Organization-specific design standards, guidelines and regulations) should be listed.*

#### 4. Design

4.1 Within 30 days of execution of the Acceptance Form, Contractor shall commence designing the Measures. Drawings and specifications shall be in compliance with all applicable laws, ordinances, rules, codes, and regulations.

4.2 Design review meetings shall be held when design drawings are 50% complete and fully complete. Contractor shall provide two complete sets of documents for Organization review prior to each review meeting. Organization shall have 14 days to review and provide comments after documents are received before each design review meeting.

4.3 The Contractor shall not proceed with obtaining or installing any Measure until Organization has given notice that it has reviewed and accepted the design documents for such Measure.

*USER NOTE: Section 5 addresses requirements for the Contractor during the installation of the measures. Review these requirements to ensure that they are consistent with the Organization's practices and cover everything needed for the intended project scope. For example, the Organization may want to add requirements for the Contractor to provide a continuous polyethylene air barrier and negative pressure ventilation between the work area and occupied spaces to maintain indoor air quality (IAQ) during construction. Project-specific requirements (including safety, security passes, access, parking, etc.) can be added in Section 5 or in a separate addendum referenced in Section 5.*

## 5. Installation

5.1 Within 30 days of receipt of notice of Organization acceptance of the design documents, Contractor shall commence obtaining and installing the Measures.

5.2 During the installation, the Facility will be occupied. The Contractor shall perform all work with extreme care to avoid damage to existing construction and installations. The Contractor shall make all necessary provisions as to the scheduling of work and storage of materials to minimize interferences and shall confine its operations, materials, and equipment within the immediate vicinity of the work. Contractor shall prearrange all disruptive noise-producing construction activities with the Organization so as not to unreasonably interfere with ongoing activities within the Facility. The work shall be coordinated and planned in a manner which will permit operation of the Facility without interruptions.

5.3 Unless otherwise specifically provided for in the design documents, all equipment, materials and articles incorporated in the work covered by this Agreement are to be new and of the best grade of their respective kind for the purpose. All work to be executed shall be of the highest quality and performed by skilled mechanics in the best workmanlike manner. The Organization may require the Contractor to dismiss from the work any employee or employees that the Organization deems incompetent, careless, insubordinate, or otherwise objectionable.

5.4 The Contractor shall provide adequate, clearly marked and/or lighted barricades or warning signs at all open trenches, excavation and contract work areas for the protection of the work and safety of the public and occupants.

5.5 Contractor shall acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers, and permissions of every nature necessary to perform the work.

5.6 The Contractor shall, as directed during the progress of the work, remove and properly dispose of resultant dirt and debris and keep the premises reasonably clear. The Contractor shall take all necessary precautions during the progress of the work to protect the Facility as well as adjoining property, roadways, walkways, trees, lawns, landscape, and buildings from damage and injury and shall promptly repair any such damage to the satisfaction of the Organization, at no cost to the Organization.

5.7 The Contractor shall be responsible for quality control during Measure installation. The Contractor shall provide a competent superintendent, satisfactory to the Organization, on the work at all times during progress of the work with authority to act for the Contractor. The Contractor shall inspect and test all work performed to insure compliance with contract requirements. The Contractor shall maintain records of inspections and tests, including inspections and tests conducted by or for utility or other regulatory agencies.

*USER NOTE: Section 6 allows for acceptance of individual Measures before the entire Project is complete. Title to all equipment installed passes to the Organization upon Project Acceptance (section 6.6). This provision is consistent with typical lease agreements used for energy performance contracting.*

*The Contractor's energy savings guarantee is included in this section also (see Section 6.6). The guarantee table explicitly shows both the energy savings and the rate (e.g. \$ per kilowatt-hour) used to calculate the guaranteed energy cost savings.*

## 6. Commissioning, Measure Acceptance, Project Acceptance

6.1 The Contractor shall deliver to Organization a written report (the "Commissioning Report") as each Measure covered by the Agreement is completed. In the Commissioning Report(s), the Contractor shall provide measurement and verification documentation that verifies that the specified equipment or systems have been properly installed, are functioning properly, and have the potential to generate the Guaranteed Savings (or that Measure's share of the Guaranteed Savings).

6.2 The Commissioning Report(s) shall include the results of performance tests to verify that the installed Measure(s) will operate as designed, consistent with the standards set forth in the design documents, which shall minimally conform to all applicable codes. The Commissioning Report(s) shall be accompanied by complete reproducible as-built record drawings conforming to generally accepted engineering standards of all modified or newly installed equipment including, but not limited to, architectural, mechanical, electrical, and controls. Manufacturer's warranties shall accompany the Commissioning Report(s) and shall be assigned to Organization upon completion and Measure Acceptance.

6.3 Within 30 days of receiving a Commissioning Report from Contractor, Organization shall notify Contractor of the Measure(s) Acceptance or whether the Measure(s) have been rejected. If Measure(s) are rejected, Organization will set forth the reasons for such rejection. In the event the Measure(s) are rejected by Organization, Contractor shall remedy the deficiencies and the applicable procedures set forth in this Section for notice and Measure Acceptance shall apply again.

6.4 Within 30 days of submission of the final Commissioning Report, Contractor shall deliver to Organization notice that the Project is completed and a request for Project Acceptance. In this notice, the Contractor shall warrant that the completed Project will produce the Guaranteed Savings.

6.5 Within 30 days of receipt of the request for Project Acceptance, Organization shall either deliver to Contractor: a) a written Certificate of Project Acceptance or b), if good cause exists, a written punch list of the corrective actions it deems necessary. In the event the Organization delivers a punch list, Contractor shall promptly remedy the deficiencies and the applicable procedures set forth in this Section for notice and Project Acceptance shall apply again.

*USER NOTE: Section 6.6 provides for title to the improvements and equipment to pass to the Organization at Project Acceptance. If the Project is financed by the Contractor, the Contractor may need additional language to retain a security interest in the improvements and equipment. If the Project is financed by a 3<sup>rd</sup> Party lease, the separate lease agreement may assign a security interest in the improvements and equipment to the Lessor.*

6.6 Upon Project Acceptance by Organization, all right, title, and interest in and to all improvements and equipment constructed or installed on the premises and additions, shall vest in the Organization at no additional cost free and clear of all and any liens and encumbrances created or caused by the Contractor.

6.7 Contractor guarantees that the Organization will realize energy cost savings, calculated and adjusted as set forth in Section 9, Exhibit 1 and Exhibit 4, each year for \_\_\_\_ years after the Project Acceptance Date as follows:

| Year | Guaranteed Energy Savings | Energy Cost | Guaranteed Cost Savings |
|------|---------------------------|-------------|-------------------------|
| 1    | _____                     | _____       | _____                   |
| 2    | _____                     | _____       | _____                   |
| 3    | _____                     | _____       | _____                   |
| 4    | et cetera...              |             |                         |

As soon as practical, and in no case more than 60 days after each anniversary of the Project Acceptance Date, the Contractor shall furnish to the Organization a written report (the "Annual Savings Reconciliation Report"), prepared in accordance with the requirements of Section 9, Exhibit 1 and Exhibit 4, documenting the energy cost savings realized by the Organization and reconciling such realized energy cost savings with the Guaranteed Cost Savings. If the realized energy cost savings in any year are less than the Guaranteed Cost Savings for such year, the Contractor shall pay the difference (the "Guarantee Payment") to the Organization within 60 days of the Organization's notice of acceptance of the Annual Savings Reconciliation Report. If the realized energy cost savings in any year are greater than the Guaranteed Cost Savings for such year, the excess saving shall not be applied, prospectively or retrospectively, to reduce and Guarantee Payment due in any other year.

*USER NOTE: Typically, the Organization and the Contractor each have some responsibility for operating and maintaining energy-consuming equipment. The boundaries of each Party's responsibility need to be clearly defined in the Agreement. Otherwise, it is very easy for disputes to arise about the impact of improper maintenance on savings performance or for the Organization to perform maintenance that is the responsibility of the Contractor.*

*Just about any division of operation and maintenance responsibilities is possible. In some cases, the Contractor takes over 100% of the responsibility for operating and maintaining the Organization's equipment. In other cases, the Organization keeps this responsibility, for example where collective bargaining agreements prohibit the Organization from contracting for maintenance functions that have been performed in-house.*

*In writing the operation and maintenance scope of work for each Party, the Organization and Contractor should consider both what they can perform and what they need the other Party to perform in order to ensure satisfactory energy savings and standards of service and comfort.*

## 7. Operations, Maintenance, Repairs, and Training

7.1 Contractor, at its sole expense, shall be responsible for operation, maintenance and repair of all installed Measures. Operation includes **{insert agreements}**. Maintenance includes all work and costs associated with periodic inspections, tests, calibrations, and adjustments required to sustain and/or restore energy system operational status to as-designed performance and performance requirements of this Agreement. Repair includes all labor, material, and equipment required to replace, rebuild, or restore to as-designed performance systems and equipment that have failed. Required response times for repair activities shall be as described in Exhibit 3. In addition, Contractor shall perform the additional operations and maintenance work described in Exhibit 3.

7.2 The Organization shall perform or cause to be performed all operation, maintenance, and repairs to its pre-existing equipment necessary to realize the Guaranteed Energy Savings. Such operation, maintenance, and repairs are fully described in Exhibit 3.

*USER NOTE: The amount and frequency of training should be negotiated between the Organization and the Contractor. At minimum, training should be provided as specified in Section 7.3. Additional training may be negotiated to provide training to accommodate turnover of Organization personnel. Note that additional training and related price impacts must be taken into consideration during negotiations.*

7.3 Contractor shall furnish operation and maintenance manuals and recommended spare parts lists for operations and maintenance of the Measures and modified Organization equipment. Within 30 days of the Project Acceptance, Contractor shall train Organization personnel as needed to operate and maintain the Measure(s) in order to perform any Organization maintenance responsibilities required under this Agreement or in the event of emergency. Within 90 days of the end of the Term, Contractor shall train Organization personnel (or Organization's designee) as needed to operate and maintain the Measure(s) to preserve the Measure(s) energy efficiency performance.

*USER NOTE: Section 8 allows for billing by the Contractor to begin before Project Acceptance, if the Organization agrees, and accommodates payment of the Contractor either by the Organization or by a Lessor. This allows use of this Model Agreement for a contractor-financed, self-financed, or third-party lease-financed transaction.*

*If the project is Contractor-financed, the Compensation Schedule shows the amount and timing of all payments to the Contractor, which typically would not begin until after Project Acceptance. In an Organization-financed or 3<sup>rd</sup> party Lessor-financed project, the Compensation Schedule shows the payments made to the Contractor for construction (by the Organization or its Lessor), and any payments for operation and maintenance services after Project Acceptance. The Organization may want to add language allowing for retention of part or all of the costs until Measure or Project Acceptance has occurred.*

## 8. Compensation and Billing

8.1 Prior to commencing the installation of any Measures, the Contractor shall provide the Organization with a detailed schedule of compensation (the "Compensation Schedule") setting forth the cost of mobilization, engineering, and installation for each Measure. The Compensation Schedule shall be coordinated and consistent with the Installation Schedule attached as Exhibit 5. The Compensation Schedule will be subject to review and approval by the Organization.

8.2 The approved Compensation Schedule will be used as the basis for applications for payments to the Contractor by the Organization or the Organization's Lessor, based upon the percentage of completion of the Measures.

8.3 The Contractor shall submit applications for payment in form acceptable to the Organization [*monthly, quarterly*] in accordance with the Compensation Schedule.

8.4 Upon receipt by the Organization or its designee of the application for payment, it shall be reviewed and, if approved, Contractor shall be paid by the Organization directly or through the Organization's Lessor. If a portion of the application for payment is in dispute, the Organization shall pay any undisputed portion.

*USER NOTE: The details of the measurement and verification procedures are attached to the agreement in an exhibit after the Energy Study is complete. Section 9 provides only generic language applicable to any measurement plan. However, Exhibit 4 (Measurement and Verification Plan) provides the controlling terms relating to measurement, including definition of the measurement baseline and provisions for baseline modification. This is necessary because appropriate measurement methods can't be specified until after the specific improvements are known.*

## 9. Measurement of Energy Savings

9.1 The monitoring and measurement of the Energy Savings that result from the Measure(s) shall be as set forth in the Measurement and Verification Plan (M&V Plan) attached as Exhibit 4.

9.2 The M&V Plan shall be in accordance with concepts and definitions provided in the *International Performance Measurement and Verification Protocol (IPMVP)*.

- a) In the event that the M&V Plan requires the use of Contractor-owned measurement equipment, Contractor shall test such meters, metering devices, and equipment in the manner and frequency described in the M&V Plan and such testing shall be at Contractor's expense. Contractor shall give Organization reasonable advance notice of all metering tests and Organization shall have the right to observe such tests.
- b) If, upon testing, any measurement equipment is found to be inaccurate by more than the agreed upon level of accuracy as specified in the M&V Plan, then previous recordings of or by such equipment shall be considered inaccurate and will be corrected to zero error. If the period of inaccuracy cannot be accurately determined as a basis for adjustment, then retroactive billing adjustments for errors shall be made for a period equal to one-half of the time elapsed since the previous test, but in no event more than six months. Contractor shall promptly adjust such equipment to record correctly.

*USER NOTE: The Agreement specifies standards of service and comfort to ensure that the Contractor doesn't achieve energy savings at the expense of light levels, ventilation, or other comfort and safety requirements. Review and edit these standards as needed to meet the Organization's requirements. Add requirements for special purpose areas, e.g. computer rooms, in Exhibit 6.*

*The ventilation standard (ASHRAE 62-89) is a voluntary standard which existing mechanical systems may not be designed to meet. If the Facility has historically operated with lower ventilation rates, changing to these levels may raise energy usage. Review all of the standards of service and comfort in light of the Facility's existing mechanical systems and operating practices.*

10. Standards of Service and Comfort

10.1 Contractor shall design, install, operate, and maintain the Measures to deliver the facility performance requirements described in Exhibit 6 throughout the Contract term.

*USER NOTE: This section addresses the liability insurance coverage the Contractor is required to maintain. The Organization's Risk and Claims department or insurance provider should review the coverage listed in Appendix B by to ensure that the types of insurance required and coverage are adequate, considering the nature and scope of the project.*

11. Insurance

11.1 Contractor shall maintain insurance coverage acceptable to the Organization in full force and effect continuously throughout the Term of this Agreement. The types and amounts of coverage maintained shall conform with the insurance requirements listed in Appendix B.

11.2 Contractor's liability insurance (other than its workers compensation insurance) shall include provisions and endorsements: (a) naming Organization as an additional insured, (b) stating that such insurance is primary insurance with respect to the interest of Organization and that any insurance maintained by Organization is excess and not contributory insurance with the insurance required hereunder, and (c) providing that such policies shall not be canceled except upon 30 days prior written notice to Organization.

11.3 Contractor shall deposit with the Organization, on or before the Execution Date, a copy of each such insurance policy, certified as a true copy by an authorized representative of the issuing insurance company or in lieu thereof, a certificate in form satisfactory to Organization certifying the issuance of such insurance accompanied by a copy of the endorsement adding Organization as additional insured and keep such certificates therefor on deposit with the Organization during the Term of this Agreement.

11.4 Organization may, upon 60 days prior written notice, require Contractor, from time to time, to increase the insurance limits shown in Appendix B to amounts which shall be reasonable, based upon: (a) commercial availability of such increased limits on commercially reasonable terms, and (b) the location, size, and type of Measures installed by Contractor at the Facility, to meet changed circumstances and current industry practice. If Organization requires Contractor to increase the initial limits, then Organization shall reimburse Contractor for all reasonable incremental insurance costs associated with such increase.

*USER NOTE: Add the following section if the project will be financed by the Contractor.*

"11.5 At all times during the Term after Project Acceptance has occurred, the Organization assumes the risk of loss or damage to the Equipment. No such loss or damage shall relieve the Organization of its obligations under this Agreement. The Organization shall, at its expense, maintain at all times during the Term, fire and extended coverage, public liability and property damage insurance with respect to the Measures in such amounts and covering such risks as shall be acceptable to the Contractor, or with Contractor's prior written consent, may self-insure against any or all such risks. Contractor's acceptance of coverage or consent to self-insurance shall not be unreasonably withheld. In the event of damage to any Measure, the Organization will place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. The Organization's obligations under this section 11.5 shall not apply to liabilities, losses, claims, and damages caused or created by the Contractor, its agents, officers, employees, or subcontractors."



## 12. Representations and Warranties

12.1 Each party hereby represents and warrants to the other that:

- a) it has all requisite power, authority, licenses, permits and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;
- b) its execution, delivery and performance of this Agreement have been duly authorized by, or are in accordance with, its organic instrument, and this Agreement has been duly executed and delivered for it by the signatories authorized, and it constitutes its legal, valid and binding obligation;
- c) its execution, delivery, and performance of this Agreement shall not result in a breach or violation of, or constitute default under, any agreement, lease, or instrument to which it is a party or by which it or its properties may be bound or affected; and
- d) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits, or orders which would materially and adversely affect its ability to perform hereunder.

12.2 Contractor further represents and warrants that:

- a) it is financially and technically qualified to perform the Project;
- b) it is familiar with and will comply with all general and special federal, state, municipal and local laws, ordinances, codes, and regulations, that may in any way affect the performance of this Project;
- c) the design, supervision, and workmanship furnished with respect to completing the Project shall be in accordance with sound and currently accepted engineering practices; and
- d) all materials, equipment, and workmanship furnished by it and by subcontractors in performance of the Project or any portion thereof shall be free of defects in design, material, and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards, and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted engineering and construction practices.

*USER NOTE: Events of default are material breaches of the agreement that continue after the delinquent party has been notified and has had an opportunity to remedy the breach. Default on a performance contract is a rare event. If a default occurs before construction has been completed, a payment and performance bond can be used to complete the project (see Section 3.5).*

## 13. Events of Default

13.1 Default by the Contractor. The occurrence of one or more of the following is an Event of Default by Contractor unless Contractor's actions are caused by a Force Majeure (Section 16), an Event of Default by Organization (Section 13.2), or a breach by Organization of this Agreement:

- a) Contractor fails to produce the Guaranteed Savings and fails to pay the Organization the Guarantee Payment as set forth in Section 6, and the failure continues for a period of 30 days after Organization gives Contractor notice of the failure.
- b) The Standards of Service and Comfort set forth in Section 10 are not maintained due to failure of the Contractor to properly design, install, maintain, repair, or adjust Measures, and said failure continues for 30 days after Organization gives notice to the Contractor, or if a remedy cannot be effected in such 30 days, without a good faith effort by Contractor to perform in that period and diligent subsequent performance.
- c) Contractor fails to perform or comply with any material obligation imposed upon Contractor by this Agreement, such failure has a material and adverse effect on Organization, and the

failure continues for a period of 30 days after Organization gives Contractor notice of the failure.

- d) Contractor provides, or has provided, significant false or misleading material information to Organization in Contractor's proposal, during negotiations, or in documents provided pursuant to this Agreement and Organization has relied upon this information in entering into this Agreement and Contractor fails to correct or retract such false or misleading information and take the steps reasonably required by Organization to mitigate the effects of the false or misleading information within 30 days of notice thereof.

13.2 Default by the Organization. The occurrence of one or more of the following is an Event of Default by Organization unless Organization's actions are caused by a Force Majeure (Section 16), an Event of Default by Contractor (Section 13.1), or a breach by Contractor of this Agreement:

- a) Organization fails to perform or comply with any material obligation imposed upon Organization by this Agreement, such failure has a material and adverse effect on Contractor, and the failure continues for a period of 30 days after Contractor gives Organization notice of the failure.
- b) Organization fails to make any payment or payments required under this Agreement when due and the failure continues for a period of 30 days after Contractor gives Organization notice of failure.

*USER NOTE: The remedies provided in Section 14 are generic (sue for damages or specific performance). Depending on how the project is being financed, you may wish to add other remedies as options. For example, in a Contractor-financed project, it is common to provide an optional remedy allowing the Organization to terminate the agreement with a reduced buy-out amount.*

#### 14. Remedies upon Default; Liquidated Damages

14.1 Upon occurrence of a Default by the Contractor, the Organization may, without a waiver of any other remedies which exist in law or equity, exercise any and all remedies at law or equity or institute other proceedings including, without limitation, bringing an action or actions from time to time for specific performance, and/or for the recovery of amounts due and unpaid and/or damages.

14.2 Upon occurrence of a Default by the Organization, the Contractor may, without a waiver of any other remedies which exist in law or equity, exercise any and all remedies at law or equity or institute other proceedings including, without limitation, bringing an action or actions from time to time for specific performance, and/or for the recovery of amounts due and unpaid and/or damages.

14.3 The Contractor and Organization recognize that the Organization will suffer damages in the event the Contractor fails to complete the project in accordance with the project schedule submitted by the Contractor and attached to the Agreement as Exhibit 5. However, it is difficult to determine the actual damages that will result. Therefore, the Contractor and Organization agree that if Project Acceptance has not occurred within thirty days of the date scheduled for Project Acceptance, as shown in Exhibit 5, then the Contractor shall pay the Organization within 90 days, as liquidated damages and not as penalty, an amount equal to one twelfth of the guaranteed annual energy cost savings for each 30 days Project Acceptance has not occurred after the scheduled date.

#### 15. Indemnity

15.1 Contractor shall indemnify, defend, and hold harmless the Organization its officers, employees, agents, or any person acting on its behalf from and against: (1) any claim or demand for loss, liability or damage, including, but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident connected with the performance of this Agreement except liability arising out of the sole negligence of Organization or its employees; (2) all claims, suits and damages by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments. Furthermore, Contractor shall reimburse Organization and its officers, employees, agents, or any person acting on its behalf for all attorney's fees, costs, and expenses incurred in connection with the defense on any such claims.

#### 16. Force Majeure

16.1 The term "Force Majeure" as used herein means unforeseeable causes beyond the reasonable control of and without the fault or negligence of the party claiming Force Majeure. Force Majeure includes acts of God, labor disputes, sudden actions of the elements, actions by federal, state and municipal agencies and actions of legislative, judicial, or regulatory agencies which, in any of the foregoing cases, by exercise of due foresight such Party could not reasonably have been expected to avoid.

16.2 If either Party is unable to perform its obligations under this Agreement because of Force Majeure, then the affected Party shall be excused from whatever performance is affected by the Force Majeure, to the extent it is affected, except as to obligations to pay money, and shall not be liable in damages or otherwise, provided that:

- a) the non-performing Party provides as promptly as possible a written notice to the other Party describing the events of the Force Majeure. In no event shall notification occur later than 30 days after the non-performing Party learns of the event;
- b) the suspension of the performance is of no greater scope and of no longer duration or magnitude than is reasonably required by the Force Majeure;
- c) the non-performing Party uses all reasonable efforts to remedy its inability to perform; and
- d) as soon as the non-performing Party is able to resume performance of its obligations excused as a result of the occurrence, it shall give prompt written notification thereof to the other Party.

*USER NOTE: Section 19 provides for dispute resolution by binding arbitration in cases where the Parties are unable to negotiate their differences. This approach is often used because arbitration is less expensive than litigation. Few energy performance contracts involve disputes serious enough to require resort to either arbitration or litigation.*

#### 17. Dispute Resolution

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. Negotiation shall be conducted under the voluntary Construction Mediation Rules of the American Arbitration Association. If negotiation fails to settle the controversy or claim, it shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect at the time, except as modified herein. If the Parties cannot agree on an arbitrator, he or she shall be chosen by **{designate appropriate person, e.g. Presiding Judge of Local Superior Court}**. Judgment upon the award rendered by the arbitrator may be entered in accordance with Section 23. The prevailing party shall recover all costs, including attorney's fees, incurred as a result of the dispute.

18. Assignment and Subcontracting

18.1 Neither this Agreement nor any rights, duties, interests, or obligations hereunder may be assigned, transferred, pledged or otherwise encumbered or disposed of without the prior written consent of the other Party.

18.2 Notwithstanding the foregoing provisions of section 18.1, the Contractor may: collaterally assign, transfer, pledge or otherwise dispose of any or all of its rights and interests hereunder to a trustee, lender or equity investor for purposes of financing or refinancing construction of the Project; provided that no such assignment, transfer, pledge, or disposition shall relieve or in any way discharge Contractor from the performance of its duties and obligations under this Agreement. Contractor agrees to notify Organization 30 days prior to any such assignment.

*USER NOTE: Obtaining the same level of insurance as required of the Contractor (subsection d below) may be an issue for small firms or startup firms acting as subcontractors. In this case, it may make sense to allow the subcontractor to be named as insured under coverage held by the Contractor.*

18.3 The Contractor shall be solely responsible for the satisfactory performance of subcontractors, if any. All subcontracts between the Contractor and subcontractors shall be in writing; shall be subject to, consistent with, and require the subcontractors to satisfy all applicable terms and conditions of this Contract. The Contractor's agreements with subcontractors shall provide that:

- a) all work performed shall be in accordance with the provisions of this Agreement;
- b) all work performed shall be in accordance with any applicable federal, state, municipal and local laws, ordinances, codes, and regulations;
- c) subcontractors shall fully indemnify, defend, and hold harmless the Organization from and against all claims, suites, damages, costs (including attorney's fees) or any other liability whatsoever resulting from or arising out of the subcontractor's acts and omissions related to the Project work. The duty to indemnify shall continue in full force and effect notwithstanding the expiration or early termination of this Agreement, and shall exist with respect to any claims based on facts or conditions which occurred prior to any said termination or expiration;
- d) subcontractors shall obtain and maintain the same insurance as required of the Contractor in Section 11.

*USER NOTE: Termination rights under Section 19 could also be used by the Organization in the event of a default by the Contractor.*

19. Termination for Convenience

19.1 The Organization may, by written notice, terminate (without prejudice to any right or remedy of Organization) performance of work under this Agreement, in whole or in part, whenever the Organization determines that such termination is in its best interest.

19.2 Except as otherwise directed in writing by Organization, after receipt of a written notice of termination, the Contractor shall promptly:

- a) stop performing work on the date and as specified in the notice of termination;
- b) place no further orders or subcontracts for materials, equipment, services, or facilities;
- c) cancel all orders or subcontracts, upon terms acceptable to the Organization, to the extent they relate to the performance of work terminated,
- d) assign to the Organization all right, title, and interest of Contractor in all orders and subcontracts;

- e) take such action as may be necessary or as directed by Organization to preserve and protect the work, project site, and any other property related to this project in which the Organization has an interest; and
- f) continue performance only to the extent not terminated.

19.3 Upon compliance by the Contractor with the foregoing provisions of this Section and subject to deductions for payments previously made, the Organization, for the portions of work terminated, shall compensate the Contractor as follows:

- a) By reimbursing Contractor for actual expenditures made with respect to such work, including expenditures made in connection with any portion thereof that was completed prior to termination, as well as expenditures made after termination in completing those portions of the work covered by the Agreement which the Contractor was required by the notice of termination to complete. Organization shall determine the allocation and amount of such expenditures.
- b) By reimbursing the Contractor for all actual expenditures made, with the prior written approval of Organization or pursuant to a court judgment, in settling or discharging any outstanding contractual obligations incurred by the Contractor in good faith with respect to the Agreement and resulting from the termination thereof.
- c) By reimbursing the Contractor for all actual expenditures made after the effective date of the notice of termination resulting from or caused by the Contractor taking necessary action or action prescribed by the Organization for the protection and preservation of all property in the possession or control of the Contractor in which the Organization, under the provisions of the Agreement, has or may acquire an interest.
- d) By paying the Contractor a markup, equal to \_\_ percent, which markup is to cover the Contractor's overhead and profit.

*USER NOTE: The overhead markup used in 19.3.d) above should be consistent with the markup shown in the Contractor's price information in the Proposal.*

19.4 The sum of all amounts payable under this Section, plus the sum of all amounts previously paid by the Organization under the provisions of the Agreement, shall not exceed the amount due the Contractor as set forth in Section 8.1. In no event shall the Contractor be entitled to any payment for loss of anticipated profits on uncompleted work and the Organization shall not be liable for same.

19.5 Termination by the Organization under the provisions of this Section shall be without prejudice to any claims or rights which the Organization may have against the Contractor. Organization may retain from the amount due to the Contractor under the provisions of this Section such monies as may be necessary to satisfy any claim which the Organization may have against the Contractor in connection with the Agreement, provided, however, that the Organization's failure to retain such monies shall not be deemed a waiver of any of its rights or claims against the Contractor.

20. Environmental Compliance

20.1 Hazardous Materials shall include, without limitation, substances defined or classified as “hazardous substances,” “hazardous waste,” or “toxic substances” under federal, state, or local law, statute, regulation, or ordinance (collectively “Hazardous Materials”). Contractor shall fully comply with all federal, State of **{insert State}**, and local laws, statutes, codes, regulations, and ordinances in effect or which shall come into effect during the Term of this Agreement regarding the generation, use, storage, handling, transportation and disposal of Hazardous Materials.

20.2 As part of the Study Report submitted to Organization by Contractor, Contractor shall certify in writing that Contractor has a plan to coordinate all activities involving handling, transport, and disposal of Hazardous Materials, including asbestos, affected by the installation of Measures under this Agreement. If no Hazardous Materials are involved or affected, Contractor shall so assert.

21. Amendment; Modification

This Agreement may not be amended or modified except by a written instrument signed by each of the Parties hereto.

*USER NOTE: Often, organizations attach or incorporate other documents by reference into the Agreement. Exercise care to ensure that these documents don't contain contradictory provisions. Section 22.1 dictates an order of precedence which will resolve any possible contradictions. Determine the order of precedence after all of the incorporated or attached documents have been chosen. In general, project specific documents are given precedence over more general ones.*

22. Entire Agreement; Separability

22.1 This Agreement, including Appendices A, B, and C and Exhibits 1 through 5, and **{list documents}** incorporated by reference herein, supersedes any and all oral or written agreements and understandings heretofore made relating to the subject matter hereof. Order of precedence, in the event of any inconsistency, shall be given first, this contract document consisting of 25 Sections; second, **{insert order of precedence of all documents}**.

22.2 Should any provision of this Agreement be held invalid or unenforceable, such provision shall be invalid or unenforceable only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any other provision hereof.

23. Jurisdiction

This Agreement shall be construed under the laws of the State of **{insert State}**. Venue for any arbitration or action to enforce the arbitration provisions of this Agreement shall be filed and heard in **{insert County and State}**. The prevailing Party in any cause of action arising from this Agreement shall be entitled to reasonable attorney fees and costs incurred therein.

24. Notice

24.1 All notices required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by certified United States mail, postage prepaid, facsimile transmission, or overnight express mail or courier service addressed as follows:

If to Contractor to: **{insert Contractor address}**

If to Organization to: **{insert Organization address}**

or to such other person at such other address as a Party shall designate by like notice to the other Party. Any notices sent by facsimile shall also be sent by mail or overnight express or courier service.

24.2 Unless otherwise provided herein, all notices shall be deemed to be given when received or personally delivered.

25. Counterparts

This Agreement may be executed in any number of counterparts and all such counterparts executed and delivered, such as an original, shall constitute but one and the same instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 199\_.

[Contractor]

By: \_\_\_\_\_

[Name]

[Title]

[Organization]

By: \_\_\_\_\_

[Name]

[Title]

## APPENDIX A FACILITY DESCRIPTION

*USER NOTE: Attach a complete list of the buildings and any other systems (e.g. road or area lighting, remote mechanical equipment, etc.) included in the Project.*



## APPENDIX B INSURANCE REQUIREMENTS

*USER NOTE: Attach a complete list of the coverage and limits of insurance required of the Contractor. Samples are provided. Use these samples only after review by Organization's Risk and Claims department or insurance provider.*

### Sample Requirements:

Builder's Risk Completed Value Form, with extended coverage, for the value of the work equal to the construction cost.

Workers' Compensation Insurance      As required by state law

Employer's Liability Insurance      \$2,000,000

### Comprehensive General Liability Insurance, including:

|                            |                 |             |
|----------------------------|-----------------|-------------|
| Bodily Injury Liability    | Each Occurrence | \$1,000,000 |
| Broad Form Property Damage | Each Occurrence | \$1,000,000 |
| Personal Injury            | Each Occurrence | \$1,000,000 |
| Product Liability          | Each Occurrence | \$1,000,000 |
| Completed Operations       | Each Occurrence | \$1,000,000 |
| Contractual Liability      | Each Occurrence | \$1,000,000 |

### Automobile Liability Insurance (owned, hired, and non-owned)

|                 |              |             |
|-----------------|--------------|-------------|
| Bodily Injury   | Per Accident | \$1,000,000 |
| Property Damage | Per Accident | \$1,000,000 |

## APPENDIX C STUDY ACCEPTANCE FORM

*USER NOTE: This form and the accompanying Exhibits will be used to execute the Parties' agreement on the specific scope of work and other terms that cannot be completed until after the Energy Study is completed.*

This Amendment is hereby entered into by and between \_\_\_\_\_ (Contractor) and \_\_\_\_\_ (Organization). The purpose of this Amendment is to incorporate the attached Exhibits 1 through 5 into the Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 199\_.

[Contractor]

By: \_\_\_\_\_

[Name]

[Title]

[Organization]

By: \_\_\_\_\_

[Name]

[Title]

### Exhibit 1 Measure Descriptions

*USER NOTE: This Exhibit should provide a complete description of each proposed Measure. Ideas for a specification of the contents of an energy audit report can be found on the Rebuild America website at <http://www.eren.doe.gov/buildings/rebuild/ca.main.html>. At a minimum, the description should include:*

- *the proposed upgrade, replacement, or operational change;*
- *quantities and make and model of all devices;*
- *the interface between the proposed Measure and existing equipment; and*
- *the total project costs (Form E-3), cost and savings summary (Form E-4) and savings guarantees (Form E-5).*

### Exhibit 2 Compensation Schedule

*USER NOTE: In the case of a project financed by a third-party lessor or by the Organizations internal funds, the Compensation Schedule should indicate any progress payments for construction through Project Acceptance and any regular payments after Project Acceptance for ongoing monitoring, operating, and maintenance services.*

*In the case of a project financed by the Contractor, the Compensation Schedule should show the regular periodic payments owed by the Organization to the Contractor. In this case, payments generally do not begin until Project Acceptance has occurred, since construction financing is one of the services being provided by the Contractor. The Schedule should also include termination values in the event of a termination for convenience after Project Acceptance.*

### Exhibit 3 Operation and Maintenance Services and Responsibilities

*USER NOTE: This Exhibit should give a complete description of the maintenance services Contractor will provide and a complete description of any maintenance actions for which the Organization will retain responsibility.*

#### Operation Services to be Performed by Contractor

Complete description

#### Operation Services to be Performed by Organization

Complete description

#### Maintenance Services to be Performed by Contractor

Complete description.

#### Maintenance to be Performed by Organization

Complete description.

#### Repair Response Times and Agreements

Complete description. (Contact Person, Phone Number, parameters)

### Exhibit 4 Measurement and Verification Plan

*USER NOTE: Look at and review the IPMVP when reviewing the Contractor's measurement and verification plan.*

*USER NOTE: In this Exhibit, document the methods that will be used to calculate energy savings and convert them to cost savings, including the baseline that savings will be measured against and any provisions for modifying the baseline. Information that may be needed includes:*

- 1) an Energy Baseline.*
- 2) the method to measure energy savings for each energy type after Measures have been installed.*
- 3) the method to verify Measure compliance with requirements of Standards of Service and Comfort.*
- 4) the method of determining energy savings and compliance with Standards of Service and Comfort annually throughout the Term.*

*To establish the baseline, the Parties may need:*

- building physical condition;*
- hours of use or occupancy;*
- area of conditioned space;*

- *area of unconditioned space;*
- *inventory of energy consuming equipment or systems;*
- *energy consuming equipment operating conditions and loads;*
- *standards of service and comfort observed (e.g. light levels and temperatures).*

#### Exhibit 5 Installation Schedule

*USER NOTE: The Installation Schedule should provide, for each Measure, a proposed implementation schedule with the following milestones:*

- *Design Completed*
- *Permits*
- *Submittals (Plans and Specifications)*
- *Equipment/Material Acquisition*
- *Mobilization*
- *Installation*
- *Clean Up*
- *Startup/Testing, Commissioning, Initial Measurement and Verification*
- *Final Inspection and Approval (Project Acceptance)*
- *Post Installation Submittals*
- *Periodic Measurement and Verification, Annual True-ups*
- *Training*

#### Exhibit 6 Standards of Service and Comfort

*USER NOTE: Insert appropriate Standards of Service and Comfort for the project here. Make sure to include any special requirements for computer rooms or other special purpose areas. A sample of typical requirements is included here:*

- In conditioned areas, space temperatures between 70 °F and 76 °F dry bulb (+/- 2 °F), and 30-70% relative humidity (+/- 10%) shall be maintained during periods scheduled for occupancy. Outside air cannot be reduced below the quantities found in ASHRAE standard 62-89, "Ventilation for Acceptable Indoor Air Quality."*
- During unoccupied periods, the heating and/or cooling systems may be turned off. However, the systems must be so designed that before any high or low temperatures or humidity conditions that could damage equipment in the spaces can occur, the heating and/or cooling system will restart and control the temperature or humidity as required. In any case, temperatures must be restored to the 70 °F - 76 °F range by the start of the next occupied period.*
- Minimum lighting levels shall be in accordance with applicable IES standards for each space (as of the time of Measure installation).*